

## JOE GQABI DISTRICT MUNICIPALITY



**BID NO.: JGDM2025/26-014**

### **DESIGN, MONITORING AND CONSTRUCTION OF ALI WAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

NAME OF BIDDER: \_\_\_\_\_

\_\_\_\_\_

CIDB CRS NUMBER: \_\_\_\_\_

TENDERER CSD NUMBER: \_\_\_\_\_

TENDERER TCS PIN: \_\_\_\_\_

TENDER AMOUNT: \_\_\_\_\_

\_\_\_\_\_ (Including VAT, Escalation and Contingencies)

CLOSING DATE: 17 DECEMBER 2025

CLOSING TIME: 12H00

**PREPARED BY:**

JOE GQABI DISTRICT MUNICIPALITY  
CNR COLE & GRAHAM STREETS  
BARKLY EAST, 9786  
TEL: 045 979 3000



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## THE TENDER

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**PORTION 1: THE TENDER****PART T1: TENDERING PROCEDURES****T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited from suitably qualified and experienced Civil Engineering Consultants, partnering with an experienced Contractor for the DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT.

BID NUMBER	NAME AND DESCRIPTION	COMPULSORY BRIEFING DETAILS	CONTRACT PERIOD & CIDB GRADING	CLOSING DATE
JGDM 2025/26-014	DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT	Date: Monday, November 24, 2025 Time: 11H00 Venue: Aliwal North Water Treatment Works	36 Months  8CE	17 December 2025

Detailed tender documents will be available from Friday, November 14, 2025, as follows:

Bid documents will be available from the [www.etenders.gov.za](http://www.etenders.gov.za) and the Joe Gqabi District Municipality website [www.jgdm.gov.za](http://www.jgdm.gov.za). Documents are to be obtained, free of charge, in electronic format. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

Hard copies of the bid document will also be made available on request from Joe Gqabi District Municipality SCM offices Corner of (C/O) Cole and Graham Street Barkly East from 14 November 2025 upon payment of a non-refundable fee of one thousand five hundred rand (R 1 500.00) for each document (either in cash, EFT or direct bank deposit to ABSA, 2380000019). Please quote the company name and bid number as reference. Payments must be made at the Cashier's Office, which is situated on the ground floor, C/O of Graham and Cole Streets, Barkly East, between the hours of 08h00 and 15h00, before the collection of the bid documents. Proof of purchase must be attached to the original Tender Document.

A compulsory briefing session will be held on Monday, November 24, 2025, commencing at 11:00 am at Aliwal North Water Treatment Works, Aliwal North, where the Employer's representatives will take the prospective tenderers to the site of the works.

Tenders in sealed envelopes endorsed "TENDER NO: JGDM 2025/26-014: DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY) must be placed in the formal Tender Box situated outside the Main Building – JOE GQABI DISTRICT MUNICIPALITY, Corner of Cole & Graham Streets, Barkly East before closing time **of 12H00 on Wednesday, December 17, 2025**, when tenders will be opened in public.

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Employer

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**EVALUATION CRITERIA**

- i) Bids will be evaluated on the functionality criteria (Procurement Procedure PP2B), and bids that score less than 70 out of 100 points will be considered non-responsive. Evaluation Criteria and Weight to qualify to be assessed for price and performance
- ii) All responses (tenders and quotations) that will not meet the required minimum threshold for local content as stipulated in the specification, or less than, will be disqualified.
- iii) The bids will be evaluated based on the Preferential Procurement Policy Framework Act (Act No. 5, 2000) and the regulations pertaining thereto (2022). Additionally, the Joe Gqabi District Municipality's Supply Chain Management Policy, which utilises a 90/10 preference point system, will be applied.

**T1.1.1 Price and Specific Goals**

PRICE 90

SPECIFIC GOALS 10

It must be expressly understood that the Municipality disclaims any responsibility for seeing that Tenders sent by post or delivered in any other way are lodged in the Tender Box. It is accordingly preferable for the Tenderer to personally ensure that the Tender is placed in the Tender Box by the Tenderer's own staff, or where appropriate, a courier appointed by the Tenderer.

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- i) NB: No Tenders will be considered from persons in the service of the state.
- ii) The Joe Gqabi District Municipality Supply Chain Management Policy for 2023/24 shall apply. Copies are available upon request. The Contractor must subcontract work where possible to align with JGDM's Contractor Development Programme.
- iii) The Joe Gqabi District Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award to more than one bidder.
- iv) The standard tender conditions will apply.
- v) Bids that are late, incomplete, unsigned, or submitted by facsimile or electronically will not be accepted.
- vi) All pages must be signed where necessary.
- vii) Additional annexure(s) is/are accepted only if cross-referencing has been done and the page signed.
- viii) Bids submitted are to hold good for 120 days after the closing date.
- ix) Bid documents must remain intact.
- x) JGDM documents
- xi) The use of Tipp-Ex will render the bid non-responsive.
- xii) Bidders must be registered on the National Treasury's Central Supplier Database (CSD).
- xiii) A maximum of 10 points will be awarded to the tenderer for specific goals. Points scored on specific goals will be added to the points scored for Price.
- xiv) SARS PIN and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium, **each party** to



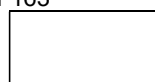
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Witness 1



Witness 2



Employer



Witness 1



Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

- a Trust/Joint Venture/Consortium should submit a separate Tax Clearance Certificate.
- xv) The municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors, to the municipality or municipal entity, to any other municipality, or its entity, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing upon request.
  - xvi) Declaration pages must be fully completed and signed.
  - xvii) Joint Ventures/consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the Joint Venture.
  - xviii) The latest three consecutive years Audited Financial Statements for bidders that are registered as companies that are required by law to have audited financial statements must be submitted; for any other bidders, the latest three consecutive years Unaudited Financial Statements must be submitted.
  - xix) Certificate of good standing for workmen's compensation to be submitted with the tender.
  - xx) Penalties will be applied both in respect of late completion of the Works and failure to meet the required targets.
  - xxi) Canvassing of Councillors or municipal officials shall disqualify a Tender.
  - xxii) Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.
  - xxiii) JGDM reserves the right to request further written information or clarification on any aspect pertaining to this tender,

The Council reserves the right to extend the Tender Period and/or alter the Conditions of Tender during the Tender Period at its own discretion.

Technical enquiries should be directed to Mr. Lumanyano Wana, PMU Manager, by email at [lumanyano@jgdm.gov.za](mailto:lumanyano@jgdm.gov.za) during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

SCM-related enquiries should be directed to Mr. T. Maseko (SCM Manager) at Joe Gqabi District Municipality by email to: [masekot@jgdm.gov.za](mailto:masekot@jgdm.gov.za) during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

Issued by:

Mr. MP Nonjola  
Municipal Manager  
Joe Gqabi District Municipality



MP Nonjola

Municipal Manager: Joe Gqabi District Municipality

Digitally Signed: 14.11.2025 Reference: 30693 File plan: 8/1  
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T1.2 TENDER DATA****T1.2.1 Standard Conditions of Tender**

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 8 August 2019 (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Clause Number	Tender Data
C.1.1.1	The Employer is Joe Gqabi District Municipality
C.1.2	<p>The Tender document issued by the Employer is comprised of the following:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1: Tender notice and Invitation to bid</p> <p>T1.2: Tender data</p> <p><b>Part T2: Returnable Documents</b></p> <p>T2.1: List of returnable documents</p> <p>T2.2: Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract data</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1: Pricing Assumptions/Instructions</p> <p>C2.2: Pricing Schedule</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1: Standard Specifications</p> <p>C3.2: Project Specifications</p> <p>C3.3: Particular Specifications</p> <p><b>Part C4: Site information</b></p> <p>C4.1: Locality Plan</p> <p>C4.2: Spoil Material</p> <p>C4.3: Finishing-off the site</p> <p>C4.4: Existing services</p> <p>C4.5: Proofing of Underground Services</p> <p><b>Part C5: Particular Specifications</b></p> <p>C5.1 Occupational health and safety specifications for principal Contractors and Contractors for Construction work</p> <p>C5.2 Requirements of the Expanded Public Works Programme (EPWP)</p>



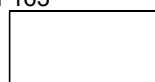
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

Clause Number	Tender Data
C.1.4	The Employer's Agent is Name : Mr Lumanyano Wana Telephone : (045) 979 3061 E-Mail : <a href="mailto:lumanyano@jqdm.gov.za">lumanyano@jqdm.gov.za</a>
C 1.4	The language of communication is English.
C.1.6.2	Competitive negotiation shall not apply.
C.1.6.2.2	Not applicable
C.1.6.3.	A two-stage system will not be used.
C.2.1	Eligibility
C.2.1.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their submissions are eligible to have their submissions evaluated:  Experience in Design, Monitoring and Construction on Civil Engineering Projects related to bulk water and sewer infrastructure.
	A Tenderer will not be eligible to submit a tender if: (a) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (b) The Tenderer cannot provide proof that he is in good standing concerning duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. (c) The Tenderer fails to attend the compulsory site inspection; (d) The Tenderer fails to have "Form A18 Certificate of Attendance at Site Meeting" in Part T2 - Returnable Documents signed by the Employer, or his representative. (e) The minimum number of evaluation points for Quality is [70]. Only those tenderers who achieve the minimum number of Quality evaluation points (or greater) will be eligible to have their tenders further evaluated.
	Only those tenderers who have partnered with Contractors who are registered with the Construction Industry Development Board or are capable of being so registered within 21 working days from the closing date for submission, in a contractor grading designation of 8 CE or higher, are eligible to have their submissions evaluated.  Joint ventures are eligible to have their submissions evaluated, provided that: i) Every member of the joint venture is registered with the CIDB not later than 21 working days from the closing date for submissions. ii) the lead partner has a contractor grading designation of 8 CE or higher for construction work; and iii) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading.
C.2.13.4	The tenderer is required to submit with their tender the following: i) A Tax compliance PIN issued by SARS for the Municipality or the Agent to verify the Tenderer's Tax matters for both Consultant and its Contractor. ii) Company Registration Certificate for both Consultant and its Contractor. iii) An original current account in terms of water & electricity or rates & taxes obtainable from any Local Municipality or a Municipal Accounts clearance or Lease Agreement, which states clearly who is responsible for rates between the Landlord and tenant for both Consultant and its Contractor. (Note.: Tenderers to indicate which account to be used for Specific Goals). iv) Companies will have to claim preferential points for specific goals. v) Confirmation of financial standing (bank rating) from the tenderer's financial institution for both Consultant and its Contractor. vi) ORIGINAL CERTIFIED copies of identity Documents (IDs) of all shareholders /owners/partners of the bidding companies must be submitted with the bid document. vii) Workman's Compensation Certificate issued for the Contractor.



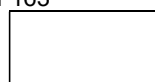
Contractor



Witness 1



Witness 2



Employer



Witness 1

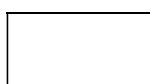


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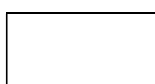


**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

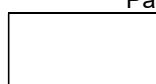
Clause Number	Tender Data		
	<div>viii) Joint venture agreements, where applicable. (If more than one Contractor partner).</div> <div>ix) ORIGINAL CERTIFIED copies of qualifications and professional registrations with statutory bodies for both Consultant and its Contractor.</div> <div>x) CIDB Certificate for the Contractor.</div>		
C.2.13.6	A two-envelope system will not be used.		
C.2.13.9	Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.		
C.2.15	The address and closing time for the opening of tender offers are as stated in Section T1.1, Tender Notice and Invitation to Tender.		
C.2.15.1	<div>The Employer’s details and address for delivery of tender documents and identification details that are to be shown on each tender package are:</div> <div>Location of tender box:<div>JOE GQABI DISTRICT MUNICIPALITY OFFICES (MAIN BUILDING)</div><div>C/O COLE AND GRAHAM STREETS, BARKLY EAST, 9786</div></div> <div>Identification details:<div>JGDM 2025/26–014: DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)</div></div>		
C.2.16.1	<div>The tender offer validity period is 120 days</div> <div>Add the following to the clause:<div>Suppose the tender validity expires on a Saturday, Sunday or public holiday. In that case, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</div></div>		
C.2.16.3	The base Consumer Price Index (CPI) will be the month in which the tender closes. (Tender closing month)		
C.2.20	<div>Submit securities, bonds and policies:</div> <div>The tenderer is required to submit with their tender a letter of intent from an approved insurer undertaking to provide the Performance Bond in the format included in Part C1.2.2.2 of this procurement document</div>		
C.3.1	The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.		
C.3.2	The employer shall issue addenda up to three working days before the tender closing time.		
C.3.4	Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender.		
C.3.11.1	The procedure for evaluation of responsive tenders is Procurement Procedure PPE2B (where the tenderer is evaluated on the balance between the functionality, price and preference)		
C.3.11.2	<div>The quality criteria and maximum score with respect to each of the requirements are as follows:<div>The Tenderer will be evaluated on functionality. The maximum points to be scored are 100, with a minimum of 70 points. Should the Tenderer score less than 70 points, it will be considered non-responsive and will not proceed to further evaluation. The Tenderer will be evaluated for functionality on the following criteria and weight:</div></div> <div>NB.: Tenderers will be required to score a minimum of points on each criterion to proceed to further evaluation</div> <table><tr><td>TECHNICAL / FUNCTIONALITY POINTS (100)</td></tr><tr><td>1. Experience: (Experience track record) on previous contracts of a similar nature, scope or</td></tr></table>	TECHNICAL / FUNCTIONALITY POINTS (100)	1. Experience: (Experience track record) on previous contracts of a similar nature, scope or
TECHNICAL / FUNCTIONALITY POINTS (100)			
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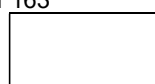
Contractor



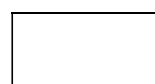
Witness 1



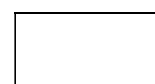
Witness 2



Employer



Witness 1



Witness 2

## DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)

Clause Number	Tender Data				
	complexity (over the last ten years):				
	Pre-qualification Description	Deliverables	Max. Points	Min Points	
	Tenderers must provide details of their previous relevant experience in projects of a similar scope and value as detailed under the scope of works. The experience of Tenderers will be evaluated as detailed under deliverables The experience must clearly reflect the tenderer's direct involvement in the full project lifecycle, including the preparation of technical designs and construction documentation, supervision and monitoring during implementation to ensure compliance with specifications and standards, and completion activities.	<u>Consultant Experience</u> 10 Relevant Experience in Large Scale Projects above R30 million completed in the past 10 years – 20pts 8 Relevant Experience in Large Scale Projects above R30 million completed in the past 10 years – 15pts 5 Relevant Experience in Large Scale Projects above R30 million completed in the past 10 years – 10pts  <u>Contractor Experience</u> 5 Relevant Experience in Large Scale Projects above R30 million completed in the past 10 years – 15pts 3 Relevant Experience in Large Scale Projects above R30 million completed in the past 10 years – 10pts 1 Relevant Experience in Large Scale Projects above R30 million completed in the past 10 years – 5pts  Points can only be claimed upon submission of letters of appointment, accompanied together with recommendation letters from previous clients for the Professional Service Providers, and for Construction Services Appointment Letters, together with completion certificates to claim points.  Please file your POE appropriately for ease of Evaluation	35	25	
2. Expertise of Key Personnel (Points will be scored on the following basis)					
Pre-qualification Description	Deliverables	Max. Points	Min Points		
The Civil Engineering Consultant must have the following key personnel in order to be considered: <ul style="list-style-type: none"><li></li></ul>	<u>Consultant Expertise:</u> 1x Project Engineer (20 points)	50	20		
	Scoring			Points	Comments
	Excellent			20	10 years' experience as an Engineer or Technologist, BEng/B.Tech in Civil Engineering (NQF Level 7), Construction Management: Develop & Promote Labour Intensive Construction (LIC) Strategies: (NQF Level 7) and ECSA Registration as an Engineer or a Technologist.



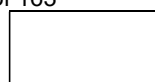
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

Clause Number	Tender Data																																				
		<table><tr><td>Good</td><td>15</td><td>5 - 9 years' experience as an Engineer or Technologist, BEng/B.Tech. in Civil Engineering (NQF Level 7), Construction Management: Develop &amp; Promote Labour Intensive Construction (LIC) Strategies: (NQF Level 7) and ECSA Registration as a Professional Engineer or a Professional Technologist (Pr. Eng / Pr. Tech Eng / Pr.).</td></tr><tr><td>Fair</td><td>5</td><td>2 - 4 years' experience as an Engineer or Technologist, BEng/B.Tech. in Civil Engineering (NQF Level 7), Construction Management: Develop &amp; Promote Labour Intensive Construction (LIC) Strategies: (NQF Level 7) and ECSA Registration as a Professional Engineer or a Professional Technologist (Pr. Eng / Pr. Tech Eng / Pr.).</td></tr><tr><td>Poor</td><td>0</td><td>0 -1 years' experience as an Engineer or Technologist, BEng/B.Tech. in Civil Engineering (NQF Level 7), Construction Management: Develop &amp; Promote Labour Intensive Construction (LIC) Strategies: (NQF Level 7) and ECSA Registration as a Professional Engineer or a Professional Technologist (Pr. Eng / Pr. Tech Eng / Pr.).</td></tr></table>	Good	15	5 - 9 years' experience as an Engineer or Technologist, BEng/B.Tech. in Civil Engineering (NQF Level 7), Construction Management: Develop & Promote Labour Intensive Construction (LIC) Strategies: (NQF Level 7) and ECSA Registration as a Professional Engineer or a Professional Technologist (Pr. Eng / Pr. Tech Eng / Pr.).	Fair	5	2 - 4 years' experience as an Engineer or Technologist, BEng/B.Tech. in Civil Engineering (NQF Level 7), Construction Management: Develop & Promote Labour Intensive Construction (LIC) Strategies: (NQF Level 7) and ECSA Registration as a Professional Engineer or a Professional Technologist (Pr. Eng / Pr. Tech Eng / Pr.).	Poor	0	0 -1 years' experience as an Engineer or Technologist, BEng/B.Tech. in Civil Engineering (NQF Level 7), Construction Management: Develop & Promote Labour Intensive Construction (LIC) Strategies: (NQF Level 7) and ECSA Registration as a Professional Engineer or a Professional Technologist (Pr. Eng / Pr. Tech Eng / Pr.).																										
Good	15	5 - 9 years' experience as an Engineer or Technologist, BEng/B.Tech. in Civil Engineering (NQF Level 7), Construction Management: Develop & Promote Labour Intensive Construction (LIC) Strategies: (NQF Level 7) and ECSA Registration as a Professional Engineer or a Professional Technologist (Pr. Eng / Pr. Tech Eng / Pr.).																																			
Fair	5	2 - 4 years' experience as an Engineer or Technologist, BEng/B.Tech. in Civil Engineering (NQF Level 7), Construction Management: Develop & Promote Labour Intensive Construction (LIC) Strategies: (NQF Level 7) and ECSA Registration as a Professional Engineer or a Professional Technologist (Pr. Eng / Pr. Tech Eng / Pr.).																																			
Poor	0	0 -1 years' experience as an Engineer or Technologist, BEng/B.Tech. in Civil Engineering (NQF Level 7), Construction Management: Develop & Promote Labour Intensive Construction (LIC) Strategies: (NQF Level 7) and ECSA Registration as a Professional Engineer or a Professional Technologist (Pr. Eng / Pr. Tech Eng / Pr.).																																			
		<p>Contractor Expertise:</p> <p>1x Contracts Manager (Max 15 points)</p> <table><tr><td>Scoring</td><td>Points</td><td>Comments</td></tr><tr><td>Excellent</td><td>15</td><td>10 years or more of relevant construction experience, NQF level 5 on LIC and BTech (NQF Level 7) in Civil Engineering or equivalent</td></tr><tr><td>Good</td><td>10</td><td>Between 5 and 9 years of relevant construction experience, NQF level 5 LIC and BTech (NQF Level 7) in Civil Engineering or equivalent</td></tr><tr><td>Fair</td><td>5</td><td>Between 2 and 4 years of relevant construction experience, NQF level 5, and BTech (NQF Level 7) in Civil Engineering or equivalent</td></tr><tr><td>Poor</td><td>0</td><td>Between 0 and 1 years of relevant construction experience, NQF level 5 LIC and BTech (NQF Level 7) in Civil Engineering or equivalent</td></tr></table> <p>1x Construction Manager (Site Agent) (15 points)</p> <table><tr><td>Scoring</td><td>Points</td><td>Comments</td></tr><tr><td>Excellent</td><td>15</td><td>10 years or more of relevant construction experience as a Construction Manager (Site Agent), NQF level 5 on LIC and Ndip (NQF Level 6) in Civil Engineering of equivalent.</td></tr><tr><td>Good</td><td>10</td><td>Between 5 and 9 years of relevant construction experience as a Construction Manager (Site Agent), NQF level 5 on LIC and Ndip (NQF Level 6) in Civil Engineering of equivalent.</td></tr><tr><td>Fair</td><td>5</td><td>Between 2 and 4 years relevant construction experience as a Construction Manager (Site Agent), NQF level 5 on LIC and Ndip (NQF Level 6) in Civil Engineering of equivalent.</td></tr></table>					Scoring	Points	Comments	Excellent	15	10 years or more of relevant construction experience, NQF level 5 on LIC and BTech (NQF Level 7) in Civil Engineering or equivalent	Good	10	Between 5 and 9 years of relevant construction experience, NQF level 5 LIC and BTech (NQF Level 7) in Civil Engineering or equivalent	Fair	5	Between 2 and 4 years of relevant construction experience, NQF level 5, and BTech (NQF Level 7) in Civil Engineering or equivalent	Poor	0	Between 0 and 1 years of relevant construction experience, NQF level 5 LIC and BTech (NQF Level 7) in Civil Engineering or equivalent	Scoring	Points	Comments	Excellent	15	10 years or more of relevant construction experience as a Construction Manager (Site Agent), NQF level 5 on LIC and Ndip (NQF Level 6) in Civil Engineering of equivalent.	Good	10	Between 5 and 9 years of relevant construction experience as a Construction Manager (Site Agent), NQF level 5 on LIC and Ndip (NQF Level 6) in Civil Engineering of equivalent.	Fair	5	Between 2 and 4 years relevant construction experience as a Construction Manager (Site Agent), NQF level 5 on LIC and Ndip (NQF Level 6) in Civil Engineering of equivalent.				
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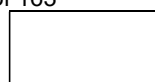
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

## DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)

Clause Number	Tender Data				
		Poor	0	Between 0 and 1 years of relevant construction experience as a Construction Manager (Site Agent), NQF level 5 on LIC and Ndip (NQF Level 6) in Civil Engineering of equivalent.	
	Points can only be claimed upon submission of key personnel CVs. Certified qualifications and registrations MUST be attached. The experience of the Project Leader and Construction Personnel must be stated clearly in the CV.				
	Please file your POE appropriately for ease of Evaluation				
	<b>3. Methodology: How to execute the TURNKEY project as both Consultant and Contractor</b> <u>Professional Services:</u> (Technical approach/methodology / proposed program (schedule) to satisfying stated employer's objectives / Risk Matrix / legislative requirements to be met (e.g. Design Development, EIA, OHS, etc) <u>Construction Services:</u> Provide details on how construction will be undertaken by the Contractor in the Design and Build partnership. The methodology should also specify how local SMMEs will be involved during the construction phase.				
	Pre-qualification Description	Deliverables			Max. Points
	PSP should clearly detail the Technical approach to successfully execute the project. Methodology will be evaluated as detailed under deliverables	Scoring	Points	Comments	15
		Excellent	15	The methodology is exceptional, and the main scope tasks are approached innovatively and efficiently. It must cover the whole project Lifecycle and meet all the technical and legal requirements (level of detail as per ECSA Guidelines). Clearly detail how to undertake each task (including the Design Development approach (EIA, Surveys, Geotech, ISD, etc), Gantt chart with planned machinery and personnel). Show an understanding of the project specifics and site area. Highlighting the possible challenges and how they will be mitigated.	10
		Good	10	The methodology is specifically tailored to address the project's objectives and methods of work. Details how to undertake the specific scope of the project. Clearly detail how to undertake each task. No Gantt chat attached.	
		Fair	5	Methodology is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project	
		Poor	0	The methodology is poor and unlikely to satisfy the project objectives. The bidder may have misunderstood certain aspects of the scope of work.	
	Total Possible score for quality				100
					70
C.3.13	All respondents who submit responsive submissions and:  a) are registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ), unless they are a foreign supplier with no local registered entity. Both Consultant and Contractor.				



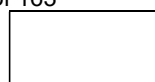
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

Clause Number	Tender Data
	<p>b) submit an original valid Tax Clearance Certificate issued by the South African Revenue Services, or have made arrangements to meet outstanding tax obligations, or are in good standing with SARS according to the Central Supplier Database. Both Consultant and Contractor.</p> <p>c) are registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>d) do not have any of their directors/shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>e) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract, and have been given a written notice to this effect.</p> <p>f) have completed the Compulsory Declaration and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract.</p> <p>g) are registered and in good standing with the compensation fund or with a licensed compensation insurer.</p> <p>h) the employer is reasonably satisfied that the tenderer has, in terms of the Construction Regulations 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>i) the recommended bidder, whether its municipal rates, taxes, and municipal service charges are not in arrears. The municipal utility account invoice must be in line with the address on the CSD (not older than three months). If the company is operating on leased premises, both the lease agreement and the Municipal Utility account invoice must be attached, with the same address as in the lease agreement. Both Consultant and Contractor.</p> <p>j) In the opinion of the Employer can as necessarily demonstrate that they possess the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract; will be invited to submit tender offers.</p> <p>Failure to comply with the above-listed terms will result in immediate disqualification.</p>
C.3.17	The number of paper copies of the signed contract to be provided by the employer is ONE.
<b>Additional Conditions of Tender</b>	
C.3.18	<p>Tenderers will be considered non-responsive if, inter alia.</p> <ol style="list-style-type: none"> <li>1) The Tenderer does not comply with the required criteria as specified in C.3.11.2 above;</li> <li>2) The Tenderer failed to submit one Offer per tendering entity;</li> <li>3) The Tenderer failed to submit additional information by the due date;</li> <li>4) The Tenderer failed to complete or sign the Form of Offer bound into this tender document;</li> <li>5) The tender is not completed in non-erasable ink;</li> <li>6) The tender contained material qualifications or deviations that affected the scope, quality, or performance of the works, significantly changed the parties' risk and responsibilities, and affected the competitive position of other Tenderers if they were to be rectified</li> </ol>
C.3.19	<ol style="list-style-type: none"> <li>1) Tenderers will be evaluated according to Joe Gqabi District Municipality's SCM Policy</li> <li>2) The lowest, the highest or any tender will not necessarily be accepted, and the Council reserves the right to receive any tender wholly or partially or to withdraw the tender</li> <li>3) All copies of certificates submitted with the tender must be certified originals by the Commissioner of Oaths.</li> <li>4) Tenders which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted;</li> <li>5) Tenderers with any municipal account outstanding for more than <b>90 days</b> will be rejected.</li> </ol>
C.3.20	Joe Gqabi District Municipality intends to appoint a Civil Engineering Consultant partnered with an experienced Contractor for the Design, Monitoring and Construction of Aliwal North Asbestos Pipe Replacement (Turnkey).



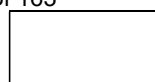
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

As published in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works contracts, Board Notice 426 of 2019, Government Gazette No. 42622 of 8 August 2019.

## **ANNEX C STANDARD CONDITIONS OF TENDER**

### **C.1 GENERAL**

#### **C.1.1 Actions**

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3 in a timely and integrity-driven manner, and behave equitably, honestly, and transparently, complying with all applicable laws and regulations and refraining from engaging in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest, and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that undermines confidence in the person's ability to act appropriately in their position, even if no improper acts result.

Note 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### **C.1.2 Tender Documents**

The documents issued by the employer for a tender offer are listed in the tender data.

Contractor

Witness 1

Witness 2

Employer

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**C.1.3 Interpretation**

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
  - i) Someone in a position of trust has competing professional or personal interests that make it challenging to fulfil their duties impartially.
  - ii) an individual or tenderer can exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

**C.1.4 Communication and the employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not be responsible for the non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**All communication during the tender process will be sent to the email address provided in the attendance register for the compulsory site visit.** Please ensure that the e-mail address is readable and that the person receiving the e-mail can act upon it.

**C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, before the award of the tender, cancel a tender if: -

- a) Due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.

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- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

## **C.1.6 Procurement procedures**

### **C.1.6.1 GENERAL**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### **C.1.6.2 COMPETITIVE NEGOTIATION PROCEDURE**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications that affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

Contractor

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**C.1.6.3 PROPOSAL PROCEDURE USING THE TWO-STAGE SYSTEM****C.1.6.3.1 Option 1**

Tenderers shall submit technical proposals in the first stage and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in accordance with the procurement process evaluation method stated in the tender data, and in the second stage, negotiate a contract with the tenderer scoring the highest number of evaluation points. The contract shall be awarded in accordance with these tender conditions.

**C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

**C.2 TENDERER'S OBLIGATIONS****C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make the tender documents available on their website to avoid incurring expenses related to printing the tender documents.

**C.2.3 Check documents**

Check the tender documents upon receipt for completeness and notify the employer of any discrepancies or omissions.

Contractor

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**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only to prepare and submit a tender offer in response to the invitation.

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, **FIDIC Silver Book (Conditions of Contract For EPC - Turnkey Projects) [2017] (FIDIC Silver (2017))** and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account. **Addenda will only be sent to the e-mail address as stated in the attendance register of the compulsory clarification meeting.**

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full coverage required in terms of the FIDIC Silver (2017) identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except value added tax (vat), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed and balanced for the duration of the contract and not subject to adjustment except as provided for in the FIDIC Silver (2017) identified in the contract data.

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C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The FIDIC Silver (2017) identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted, as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as the employer issued them.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages, marking them as "ORIGINAL" and "COPY". Each package shall clearly state the employer's

Contractor

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address and identification details as specified in the tender data, as well as the tenderer's name and contact address on the outside.

**C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state the employer’s address and identification details as specified in the tender data on the outside, as well as the tenderer's name and contact address.

**C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and, in the form required, may be regarded by the employer as non-responsive.

**C.2.15 Closing time**

**C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**C.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

**C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**C.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

Contractor

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Witness 2

Employer

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Witness 2

**C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16.1 lapses before the employer evaluates the tender, the contractor reserves the right to review the price based on the Consumer Price Index (CPI).

**C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13, with the packages clearly marked as "SUBSTITUTE".

### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correcting arithmetical errors by adjusting specific rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

### **C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**C.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where REQUIRED.

### **C.2.19 Inspections, tests and analysis**

Provide access during working hours to the premises for inspections, tests, and analysis as specified in the tender data.

### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the FIDIC Silver (2017) identified in the contract data.

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**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**C.3 THE EMPLOYER'S UNDERTAKINGS****C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tender ingenuity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture, fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that the tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result, a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

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**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.6 Non-disclosure**

Not disclose to tenderers, or any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer was received correctly:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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**C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest-ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern. The tenderer will be asked to revise the selected item prices (and their rates, if bills of quantities apply) to achieve the tendered total price.

**C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project-specific through choices made during the development of the Tender Data associated with a specific project.

Conditions of tender are, by definition, the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is

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advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of the goal
Fair	The process of offer and acceptance is conducted impartially, without bias, and provides simultaneous and timely access to the same information to all participating parties.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system ensures appropriate levels of competition to achieve cost-effective and best-value outcomes.
Cost effective	The processes, procedures, and methods are standardised with sufficient flexibility to achieve best-value outcomes in terms of quality, timing, and price, while minimising resources to manage and control procurement processes effectively.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine the acceptability of the preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### C.3.11.1 GENERAL

The employer must appoint an evaluation panel of at least three persons familiar with the proposed scope of work to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings specified in the tender data.

#### C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance that the FIDIC Silver (2017) identified in the contract data as required by the employer.

#### C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement;

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- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

### **C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **C.3.18 Provide written reasons for actions taken**

Provide, upon request, written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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**T1.2 TENDER DATA (CONTINUE)****T1.2.2 Additional Conditions of Tender**

The additional conditions of the tender are:

T1.2.2.1	Compliance with the Occupational Health and Safety Act
T1.2.2.2	Eligibility with Respect to the Expanded Public Works Program
T1.2.2.3	Claims Arising after Submission of Tender
T1.2.2.4	Add the following new clause: Requests for contract documents, or parts thereof, in electronic format.
T1.2.2.5	Imbalance in Tendered Rates
T1.2.2.6	Community Liaison Officer
T1.2.2.7	Labour Intensive Construction/Use of Local Labour
T1.2.2.8	Invalid Tenders
T1.2.2.9	Price Variations
T1.2.2.10	Negotiations with Preferred Tenderers
T1.2.2.11	Combating Abuse of the Supply Chain Management Policy
T1.2.2.12	UIF Payments
T1.2.2.13	Registration with the Bargaining Council

**T1.2.2.1 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT**

The Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 as amended and the Construction Regulations 2014, issued in terms of Section 43 of the Act. The Tenderers shall be deemed to have read and fully understood the requirements of the above Act and Regulations, and to have allowed for all costs in compliance therewith.

In this regard, the Tenderer shall submit a detailed Health and Safety Plan for the Works, demonstrating the necessary competencies and resources to perform the construction work, in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons, including a succession plan.
- 2) Contractor's Induction Training Programme for employees, Sub-Contractors and visitors to the site.
- 3) Health and safety precautions and procedures to be adhered to to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules, as well as fire and emergency procedures.

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The Tenderers are to note that the Contractor is required to ensure that all Sub-Contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File for the project, which shall be available for inspection on Site and handed over to the Employer upon final completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in the Contract Document); and a letter of good standing from the Compensation Commissioner (or a licensed compensation insurer), within 14 days after the Commencement Date of the contract.

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP Corporate Identity Manual. Typical elements which shall be branded include:

(a) Compulsory PPE issued to all EPWP workers for use during general work activities:

- Protective overalls (two sets), orange in colour, with EPWP branding;
- Lime green reflective safety vest with EPWP branding;
- Protective footwear; and
- Protective gloves.

The rate for local labour shall include the supply of EPWP-branded Personal Protective Equipment (PPE) in accordance with the Corporate Identity Manual. The rate shall consist of the additional cost of the specified colours for the PPE and branding in accordance with the Corporate Identity Manual

*THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR THE FULL DURATION OF THE CONTRACT.*

#### T1.2.2.2 ELIGIBILITY WITH RESPECT TO EXPANDED PUBLIC WORKS PROGRAMME

Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.

#### **Tender Qualification: Labour Intensive Contracts**

To qualify for the award of the Contract, tenderers shall meet the following minimum qualifying criteria:

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- a) Having participated in and graduated with entirely satisfactory results from the relevant national qualification framework training organised under E.P.W.P (or other similar project), and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.
- b) Liquid assets/or credit facilities covering the expected expenditures for two full work months
- c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment
- d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract

The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works, together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor-to-worker ratio of **1:100** is maintained for adequate supervision of Labour-intensive works for all labour-intensive (LI) activities.

#### T1.2.2.3 CLAIMS ARISING AFTER SUBMISSION OF TENDER

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings, or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer / Employer's Agent after the submission of any tender.

#### The Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings, read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data; and thoroughly acquainted himself with the nature of the Works proposed; and generally, of all matters which may influence the Contract.
- 3) visited the site of the proposed Works; carefully examined existing conditions, the means of access to the site, assessed the conditions under which the Work is to be done; acquainted himself with any limitations or restrictions that the Municipal or other Authorities may impose regarding access and transport of materials and plant to and from the site; and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or the Employer's Agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer .

Before submission of any tender, the Tenderer should check the number of pages; and if any are found to be missing or duplicated; or the figures or writing indistinct; or if the Pricing Data contain any obvious errors; the Tenderer must apply to the Employer / Employer's

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Agent at once to have the same rectified, as the Employer / Employer's Agent will admit no liability in respect of errors in any tender due to the foregoing.

#### T1.2.2.4 ADD THE FOLLOWING NEW CLAUSE:

##### **Requests for contract documents in electronic format**

An electronic version of the issued tender documents will be available to the Tenderer via the e-tender portal and the Municipalities website (<https://www.jdgm.gov.za>). Documents must be printed by the tenderer, subject to the following:

- (a) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Tenderers are compelled to print the electronically retrieved tender document and then complete it in permanent black ink.
- (b) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are advised that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (c) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in C.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such Tenderer allowed by law, including in circumstances where the tender has already been awarded, to cancel the contract.
- (d) **PAGES MUST BE PRINTED ON COLOURED PAPER ACCORDING TO THE FOLLOWING:**

##### **Colour coding component documents**

The Standard for Uniformity in Construction Procurement has no requirement for colour coding component documents. Any colour identification of component documents must be undertaken in accordance with the provisions of SANS 10403.

SANS 10403 suggests that for ease of identification of the various sections, each section may be printed on different coloured paper or be separated with coloured paper. Where this is done, the colours for each subcomponent should be as indicated below.

Colour of pages	Document	
	Number	Heading
White	T1.1	Tender Notice and Invitation to Tender
Pink	T1.2	Tender Data
Yellow	T2.1	List of Returnable Documents
Yellow	T2.2	Returnable Schedules
Yellow	C1.1	Form of Offer and Acceptance
Yellow	C1.2	Contract Data
White	C1.3	Forms of Securities
White	C1.4	Forms for Adjudicators Appointment
Yellow	C2.1	Pricing Instructions
Yellow	C2.2	Activity Schedule / Bill of Quantities
Blue	C3	Scope of Work
Green	C4	Site Information

Tenderer is deemed to have read, understood and accepted all of the above conditions.



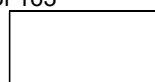
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**T1.2.2.5 IMBALANCE IN TENDERED RATES**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable, because they are either excessively low or high or not in proper balance with other rates or lump sums; the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, the Employer may request the Tenderer to amend these rates and lump sums along the lines indicated.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to, as well as any other related amounts agreed upon by the Employer. These amendments shall be done without altering the Contract Price.

Should the Tenderer fail to amend the tender in a manner acceptable to the Employer, the Employer may reject the tender.

**T1.2.2.6 COMMUNITY LIAISON OFFICER**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

**T1.2.2.7 SOCIAL FACILITATION CONSULTANT**

The contractor or his appointed agent will appoint a Social Facilitation Consultant (SFC) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his social development efforts with the local communities through the appointed consultant. The contractor shall, however, accept the appointed as part of his management personnel.

**T1.2.2.8 LABOUR INTENSIVE CONSTRUCTION / USE OF LOCAL LABOUR**

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the temporary employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for E.P.W.P as set out in the Requirements of the Expanded Public Works Programme (E.P.W.P) of the project specifications.

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The number of jobs to be created using such local labour includes the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including small development subcontractors.

The number of jobs to be created using such local labour shall include a minimum percentage allocation to the following individual targeted groups:

- 60% Women.
- 20% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

$$\text{Minimum required content of such local labour (\%)} = \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{total value of the project (excluding VAT)})}$$

For purposes of completing the table below containing the Tenderer's planning with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

<b>Local labour comprising unskilled or semi-skilled labourers recruited from the local community</b>	<b>Anticipated number of jobs to be created</b>	<b>Total number of person-days anticipated</b>	<b>Wage rate per person-day (excluding VAT) (Rand)</b>	<b>Total wage cost (excluding VAT) (Rand)</b>
Contractor's local labour content				
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)				R
Tender Offer (excluding VAT)				R
Hence anticipated local labour content expressed as a percentage of the Tender Offer (excluding VAT)				%

A penalty shall be applied to any shortfall in the local labour content achieved, as set out in the Requirements of the Expanded Public Works Programme (E.P.W.P) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual

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target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

#### T1.2.2.9 SCOPE OF SUBCONTRACT WORKS

The Joe Gqabi District Municipality is committed to ensuring the development of Small, Medium and Micro Enterprises (SMMEs) within the district. Contractor is encouraged to provide work packages for SMMEs.

#### T1.2.2.10 INVALID TENDERS

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record by the responsible official who opened the tender in the following circumstances:

- (a) if the tender offer is not submitted on the Form of Offer and Acceptance, bound into this tender document in C1.1 FORM OF OFFER AND ACCEPTANCE;
- (b) if the tender is not completed in non-erasable ink;
- (c) if the offer has not been signed;
- (d) if the offer is signed, but the name of the Tenderer is not stated or is indecipherable.

#### T1.2.2.11 PRICE VARIATIONS

Applicable.

#### T1.2.2.12 NEGOTIATIONS WITH PREFERRED TENDERERS

The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process, as preferred Tenderers, provided that such negotiation:

- (a) does not allow any preferred Tenderer a second or unfair opportunity,
- (b) is not to the detriment of any other Tenderer; and
- (c) shall not result in a price higher than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

#### T1.2.2.13 COMBATING ABUSE OF THE SUPPLY CHAIN MANAGEMENT POLICY

**The accounting officer must:**

- (a) Take all reasonable steps to prevent abuse of the supply chain management system.
- (b) Investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified:
  - i) Take appropriate steps against such official or other role player; or
  - ii) Report any alleged criminal conduct to the South African Police Service.
- (c) Check the National Treasury's database before awarding any contract to ensure that no recommended Tenderer, or any of its directors, is listed as a person prohibited from doing business with the public sector.
- (d) Reject any tender from a Tenderer:
  - i) If any municipal rates and taxes or municipality service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality entity, are in arrears for more than three months; or

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- ii) Who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state, after written notice was given to that Tenderer that performance was unsatisfactory.
- (e) Reject a recommendation for the award of a contract if the recommended Tenderer, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract.
- (f) Cancel a contract awarded to a person if:
  - i) The person committed any corrupt or fraudulent act during the Tendering process or the execution of the contract; or
  - ii) An official or other role player committed any corrupt or fraudulent act during the Tendering process or the execution of the contract that benefited that person.
- (g) Reject the tender of any Tenderer if that Tenderer or any of its directors,
  - i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system.
  - ii) Has been convicted of fraud or corruption during the past five years.
  - iii) Has wilfully neglected, reneged on or failed to comply with any government, municipality or other public sector contract during the past five years; or
  - iv) Has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
  - v) The accounting officer must inform the National Treasury and the relevant provincial treasury in writing of any actions taken in terms of subparagraphs 37(1)(b)(ii), (e) or (f) of this policy.

#### T1.2.2.14 UIF PAYMENTS

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments, upon being requested to do so.

#### T1.2.2.15 REGISTRATION WITH BARGAINING COUNCIL

Tenderers must be registered with a relevant Bargaining Council (if one exists) and provide the applicable Certificate of Compliance in accordance with the appropriate government gazette.

#### T.2.2.16 WORKMEN'S COMPENSATION ACT (COIDA)

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The way compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

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## PART T2 RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete and return the documents listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION
	Returnable documents required for tender evaluation purposes
Schedule A	Documents incorporated in this tender document that must be completed and signed by all Tenderer s
A1	Authority To Sign Documents
A2	Letter Of Good Standing With Workmen's Compensation Commissioner <b>(For Contractor)</b>
A3	Certified Copy of Certificate of Incorporation <b>(For both Consultant and Contractor)</b>
A4	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)
A5	Schedule Of Work Experience Of Tenderer <b>(For both Consultant and Contractor)</b>
A6	Current and Recent projects undertaken for JGDM <b>(For both Consultant and Contractor)</b>
A7	Schedule Of Construction Plant <b>(For Contractor)</b>
A8	Schedule Of Estimated Monthly Expenditure
A9	Schedule Of Subcontractors
A10	Compulsory Enterprise Questionnaire
A11	Adjudication Of Tenders On Points Basis
A12	Record Of Addenda To Tender Documents
A13	Proposed Key Personnel <b>(For both Consultant and Contractor)</b>
A14	Financial Ability To Execute The Project <b>(For both Consultant and Contractor)</b>
A15	Joint Venture Disclosure Form (only if there is a JV on the Contractor partner)
A16	Details Of Alternative Tenders Submitted
A17	Declaration Of Validity Of Information Provided
A18	Certificate of Attendance at Site Meeting
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender
B1	CIDB CRS NUMBER <b>(For the Contractor)</b>
B2	Tax Clearance Certificate <b>(Both Consultant and Contractor)</b>
B3	The latest three consecutive years 'Audited Financial Statements for bidders that are registered as companies required by law to have audited financial statements must be submitted. Fall all bidders, the latest three years' Unaudited Financial Statements must be submitted. <b>(For Both Consultant and Contractor)</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE	DESCRIPTION
	Returnable documents required for tender evaluation purposes
B4	MUNICIPAL LEVY CLEARANCE CERTIFICATE, NOT OLDER THAN THREE (3) MONTHS FROM MUNICIPALITY WHERE THE ENTITY OPERATES (LEASE AGREEMENTS AND SWORN STATEMENT / AFFIDAVITS ARE ALSO ACCEPTED. <b>(For Both Consultant and Contractor)</b>
B4	<ul style="list-style-type: none"> <li>Bank Rating Certificate from a Registered Financial Institution <b>(For Both Consultant and Contractor)</b></li> <li>Proof of affiliation with CESA. <b>(For Consultant)</b></li> </ul>



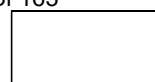
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

## **T2.2                      RETURNABLE SCHEDULES**

*NB: THE TENDERER MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A1: AUTHORITY TO SIGN DOCUMENTS**

I/We\*, the undersigned, am/are\* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association / Resolution of the Board of Directors\*, of which a certified copy is attached, or

.....

.....

\*Delete whichever is inapplicable

1.

NAME

SIGNATURE

DATE

2.

NAME

SIGNATURE

DATE

WITNESSES:

1.

NAME

SIGNATURE

DATE

2.

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A2: LETTER OF GOOD STANDING WITH WORKMEN'S  
COMPENSATION COMMISSIONER (FOR CONTRACTOR)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A3: COPY OF CERTIFICATE OF INCORPORATION (FOR BOTH  
CONSULTANT AND Contractor)**

(If Tenderer is a company)

OR Certified copy of the founding statement (if Tenderer is a closed corporation)

OR Certified copy of partnership agreement (if Tenderer is a partnership)

OR Certified copy of identity document (if Tenderer is a one-man concern)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**A4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

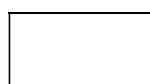
This Returnable Schedule is to be completed only if the Tenderer is a Joint Venture.

We, the undersigned, are submitting this tender offer in a Joint Venture and hereby authorize

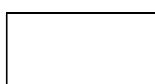
Mr./Ms. ...., authorised signatory of the company, close corporation or partnership acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		..... Signature:  Name:.....  Designation: .....
		..... Signature:  Name:.....  Designation: .....
		..... Signature:  Name:.....  Designation: .....
		..... Signature:  Name:.....  Designation: .....

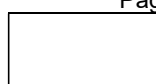
**Note:** A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.



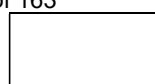
Contractor



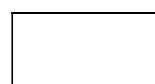
Witness 1



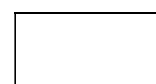
Witness 2



Employer



Witness 1



Witness 2

**A5: SCHEDULE OF WORK EXPERIENCE OF TENDERER**

The Tenderer shall insert in the Schedule hereunder details of work successfully carried out by them, of a similar nature to that for which their tender is submitted. Completion certificates from Clients to be included. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Value of work to be given to the nearest R 0.5 million.

COMPLETED CONTRACTS FOR CONSULTANT				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work (M) of R	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COMPLETED CONTRACTS FOR CONTRACTOR				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work (M) R	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CURRENT CONTRACTS FOR CONSULTANT				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

CURRENT CONTRACTS FOR CONTRACTOR				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A6. CURRENT AND RECENT PROJECTS UNDERTAKEN FOR JGDM**

The tender must provide details of similar works or services that they have satisfactorily completed within the past 5 years. The information shall include a description of the Works, the Contract value, the Contract start date and completion date.

CURRENT PROJECTS CONSULTANT			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR JGDM			R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CURRENT PROJECTS CONTRACTOR			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR JGDM			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible]



[illegible]

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

--

--

DATE \_\_\_\_\_

\_\_\_\_\_

Page

Page 109

1

Witness 2

**A8: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The Tenderer shall state their estimated expenditure, indicating the values of each monthly claim in terms of Clause 14.4 of the FIDIC Silver (2017) which he/she estimate will arise based on his / her preliminary program and tendered rates, in the table below. The Tenderer will correlate this with his selected construction duration on the “Form of Offer and Acceptance”. *The total of the monthly amounts shall be equal to the tender sum.*

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
19	R
20	R
SUBTOTAL	R
ADD CONTINGENCIES (10.00% per year)	R
SUBTOTAL	R
ADD ESCALATION (7.00% per year)	R
SUBTOTAL	R
VAT (15 %)	R
TOTAL (INCLUDING VAT 15 %)	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Page 50 of 163

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A9: SCHEDULE OF SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS			
Category/type	Subcontractor Name / Address / Contact Person. / Phone / Fax / Details of Organisation / Firm / Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved after acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Employer's Agent.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A10: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise

Address of the enterprise

Section 2: VAT registration number:

Section 3: CIDB registration number:

Section 4: Particulars of the sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach a separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a "X", if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation participating in this tender is currently or has within the last 12 months, been in the service of any of the following:

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | a member of any municipal council  |
| <input type="checkbox"/> | a member of any provincial legislature   |
| <input type="checkbox"/> | a member of the National Assembly or the National Council of the Province  |
| <input type="checkbox"/> | a member of the board of directors of any municipal entity   |
| <input type="checkbox"/> | An official of any municipality or municipal entity  |
| <input type="checkbox"/> | an employee of any provincial department, national or provincial public entity or constitution within the meaning of the Public Finance Management Act (Act 1 of 1999) |
| <input type="checkbox"/> | a member of the accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> | an employee of Parliament or a provincial legislature  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		Current	Within the last 12 months

\*Insert a separate page if necessary

**Section 7:** Record of spouses, children and parents in the service of the state  
Indicate by marking the relevant boxes with a "X", if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has, within the last 12 months, been in the service of any of the following:

- ☐ a member of any municipal council  
☐ a member of any provincial legislature  
☐ a member of the National Assembly or the National Council of the Province  
☐ a member of the board of directors of any municipal entity  
☐ An official of any municipality or municipal entity  
☐ an employee of any provincial department, national or provincial public entity or constitution within the meaning of the Public Finance Management Act (Act 1 of 1999)  
☐ a member of the accounting authority of any national or provincial public entity  
☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		Current	Within the last 12 months

\*Insert a separate page if necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- v) confirms that the contents of this questionnaire are within my personal knowledge and are, to the best of my belief, both accurate and correct.

SIGNED:

ENTERPRISE NAME

DATE

NAME

POSITION

SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A11: ADJUDICATION OF TENDERS ON POINTS BASIS**

The information provided should be as comprehensive as possible, as the Tenderer's approach to this subject will be an essential criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the JOE GQABI DISTRICT MUNICIPALITY. The Tender Committees, Tender Evaluation Committee, Tender Adjudication, and Accounting Officer will work together to evaluate the tender. The lowest tender will not necessarily be accepted, and the right to take the whole or part of any tender, or not to consider any tender not suitably endorsed, is fully reserved by the JOE GQABI DISTRICT MUNICIPALITY.

The tender shall be scored on a 90/10-point system, where 90 points will be allocated to the price and 10 points will be awarded based on specific goals as outlined in the tender documentation.

The tender that obtains the highest number of points will be awarded the Contract, unless extenuating circumstances dictate otherwise. Points scored will be rounded off to two decimal places.

In the event of equal points scored, the tender will be awarded to the Tenderer, scoring the highest points for B-Status.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS**  
**GENERAL CONDITIONS**

The following preference points systems apply to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

The value of this tender is estimated to be above R50 000000, and therefore, the 90/10 system shall be applicable.

Preference points for this tender will be awarded based on specific goals.

THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:

	BREAKDOWN	WEIGHT
1.	Price	90
2.	Specific goals	10
	Total	100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

The points awarded for Preference are based on the specific goals of the contributor **(Details of the Lead Partner in the Turnkey)** as follows:

Specific Goals	Number of points	Points Claimed	Evidence required
1. Historically Disadvantaged Individual			
1.1 51% Black owned	2		Attached are certified copies of the director/s certificate, Central supplier database form and company registration documents.
1.2 51% Woman-owned	1		
1.3 51 % Youth-owned	1		
1.4 51 % Owned by people with disability	1		
2. Locality			
2.1 Within the boundaries of the Joe Gqabi District Municipality	3		Attached proof of the company's office address (Municipal account not older than 90 days, or lease agreement, or affidavit to prove address if you are in a village)
2.2 Within the boundaries of the Eastern Cape	2		
2.3 Outside Eastern Cape	0		
TOTAL	10		

Failure on the part of a Tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The Employer reserves the right to request a Tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding Preferences, in any manner required by the Employer.

**SIGNED BY/ON BEHALF OF TENDERER:**

NAME

SIGNATURE

DATE

**WITNESS 1:**

NAME

SIGNATURE

DATE

**WITNESS 2:**

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**A12: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, has been considered in this tender offer.

No.	Date	Title of Details

---

Signature

---

Date

---

Position

---

Name of bidder

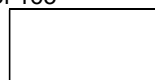
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**A13: PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel whom they propose to employ on the project should their Tender be accepted.

Please list the personnel that you intend to appoint or outsource for this contract. <b>(For Consultant)</b>			
DESCRIPTION	Name of Full-time member	Staff to be appointed for this contract	
		No of Full-Time employment	No of Part-time employees
Project Director			
Project Engineer			
Resident Engineer			
Assistant Resident Engineer			
Technician			
OHS			
ECO			
Other			
1.			
2.			
3.			
4.			
5.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Please list the personnel that you intend to appoint for this contract. <b>(For Contractor)</b>			
DESCRIPTION	Name of Full-time member	Staff to be appointed for this contract	
		No of Full-Time employment	No of Part-time employees
Contracts Manager			
Construction Manager			
Senior Foreman			
Foreman			
Quality Control Officer			
Safety Officer			
Clerk			
Inventory Clerk			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
1.			
2.			
3.			

Provide a two-page Curriculum Vitae (CV) of each Proposed Key Personnel to be used in this project. Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment.
- Proof of Educational qualifications.
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency; and
- References (company name, individual name, position held, contact details).

ATTACH THE FOLLOWING DOCUMENTS HERETO: CV, training certificates and other attachments

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A14: FINANCIAL ABILITY TO EXECUTE THE PROJECT**

Current Bank Rating.....

Provide details on the surety you will provide if the tender is awarded to you.

**AMOUNT**

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act (Act 94 of 1990).
- Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998).
- Cash.
- Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here →→→→→→→				

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of the approval of the certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A15: JOINT VENTURE DISCLOSURE FORM****GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- iii) A copy of the Joint Venture agreement must be attached to this form, to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The proposed Joint Venture agreement must include specific details relating to:
  - a. the contributions of capital and equipment
  - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iv) Copies of all written agreements between partners concerning the contract must be attached to this form, including those related to ownership options and restrictions or limits regarding ownership and control.
- v) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.
- vi) The Joint Venture must be formalised. All pages of the Joint Venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a Joint Venture once the contract has been awarded will not be considered.
- vii) Should any of the above not be complied with, the Joint Venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

a)	Name	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)****2 IDENTITIES OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER****2.1**

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements :	

**2.2**

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements :	

(Continued as required for further non-Affirmable Joint Venture Partners)

**3 IDENTITIES OF EACH AFFIRMABLE JOINT VENTURE PARTNER****3.1**

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements:	

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Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)****3.2**

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements:	

**3.3**

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements:	

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Contractor

--

Witness 1

--

Witness 2

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Employer

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Witness 1

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Witness 2

## BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

### 1. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) ..... %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %

c) Affirmable Joint Venture Partner percentages in respect of : \*

i) Profit and loss sharing .....

ii) Initial capital contribution in Rands .....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated ongoing capital contributions in Rands .....

iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

### 2. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

### 3. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

**a)** Joint venture cheque signing

**b)** Authority to enter into contracts on behalf of the Joint Venture

**c)** Signing, co-signing and / or collateralizing of loans

**d)** Acquisition of lines of credit

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**e)** Acquisition of performance bonds

**f)** Negotiating and signing labour agreements

**4. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the person responsible.)

**a)** Supervision of field operations

**b)** Major purchasing

**c)** Estimating

**d)** Technical management

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 5. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Identify the “managing partner”, if any,

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT DESIGNATION	FUNCTION /	NAME	PARTNER*



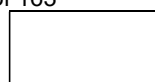
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

## 6. PERSONNEL

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- b) Number of operative personnel to be employed on the Contract, who are currently in the employ of partners.
- (i) Number currently employed by Affirmable Joint Venture Partners
- (ii) Number currently employed by the Joint Venture
- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture
- d) Name of individual(s) who will be responsible for hiring Joint Venture employees
- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 7. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe how the Joint Venture is structured and controlled.

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature:	
Duly authorised to sign on behalf of:	
Name:	
Address:	
Telephone:	
Date:	

Signature:	
Duly authorised to sign on behalf of:	
Name:	
Address:	
Telephone:	
Date:	

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Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

Signature:	
Duly authorised to sign on behalf of:	
Name:	
Address:	
Telephone:	
Date:	

Signature:	
Duly authorised to sign on behalf of:	
Name:	
Address:	
Telephone:	
Date:	

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**A16: DETAILS OF ALTERNATIVE TENDERS SUBMITTED**

DESCRIPTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## A17: DECLARATION OF VALIDITY OF INFORMATION PROVIDED

I/We, the undersigned:

- a) tender to supply and deliver to the JOE GQABI DISTRICT MUNICIPALITY (hereafter "JGDM") all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution.
- c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this tender be accepted in whole or in part.
- d) confirm that this tender may only be accepted by the JGDM by way of a duly authorised Letter of Acceptance.
- e) declare that we are fully acquainted with the tender document and Schedules, and the contents thereof and that we have signed the BoQ and completed the Returnable Schedules and declarations, attached hereto;
- f) declare that the relevant authorised person has initialled all amendments to the tender document and that the document constitutes a proper contract between the JGDM and the undersigned;
- g) certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
- h) acknowledge that the information furnished is true and correct;
- i) accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the JGDM that the claims are correct. If the claims are found to be inflated, the JGDM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the JGDM as a result of the award of the contract and/or cancel the contract and claim any damages which the JGDM may suffer by having to make less favourable arrangements after such cancellation;
- j) declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or any other municipality or municipal entity, are in arrears for more than three (3) months; and
- k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- l) the signatory to the tender document is duly authorised; and
- m) documentary plus proof regarding any tendering issue will, when required, be submitted to the satisfaction of the JGDM.

Signed at ..... this ..... day of ..... 20\_\_

Name of Authorised Person: .....

Authorised Signature: .....

Name of Tendering Entity: .....

Date : .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**A18****CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that ..... (Tenderer)

..... (address)

.....

.....  
was represented by the person(s) named below at the compulsory meeting held for all

tenderers at ..... (location)

on ..... (date)

starting at .....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the works and / or matters incidental to doing the works specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting: *(Same as the names on Attendance Register)*

Name.....Signature .....

Capacity .....

Name.....Signature .....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name.....Signature .....

Capacity .....Date: .....



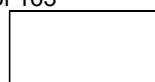
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE**

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a Tenderer satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such Tenderer must submit the Certificates of Contractor Registration in respect of each Joint Venture partner.

CRS Number .....

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**B2. TAX CLEARANCE CERTIFICATE,**

An original valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this page (or proof that the Tenderer has made arrangements with SARS to meet his or her outstanding tax obligations). In addition, the Tax Compliance Status (TCS) with a valid PIN must be submitted.

Each party to a Consortium / Joint Venture shall submit a separate Tax Clearance Certificate or proof that he or she has made the necessary arrangements with SARS.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**B3. ANNUAL FINANCIAL STATEMENTS OF THE LAST THREE  
(3) YEARS BEFORE CLOSING DATE OF TENDER FOR CONTRACTS  
OVER R10 MILLION**

Tenderers are referred to Clause C2.23. Tenderers shall attach all the required documentation to this Schedule where a tender price exceeds R10 million.

The latest three consecutive years' Audited Financial Statements for bidders that are registered as companies required by law to have audited financial statements must be submitted. For all other bidders, the latest three consecutive years' Unaudited financial statements must be submitted.

Each party to a consortium or joint venture shall submit a separate set of documents.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**B4. MUNICIPAL LEVY CLEARANCE CERTIFICATE, NOT OLDER THAN THREE (3) MONTHS FROM A MUNICIPALITY WHERE THE ENTITY OPERATES (LEASE AGREEMENTS AND SWORN STATEMENT / AFFIDAVITS ARE ALSO ACCEPTED)**

Number of sheets appended by the Tenderer to this Schedule:

**NIL**

**SPECIAL CONDITIONS**

**The recommended bidder** will be required to submit proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement (if the tenant is responsible for rates and services, statement of account must be supplied) or proof of address and affidavit from village residents only). FOR LOCAL MUNICIPALITY AND DISTRICT MUNICIPALITY **before the award of tender**. Failure to provide the municipality with the required information within the stipulated time, the second bidder will be considered.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INVITATION TO BID

**PART A: INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF JOE GQABI DISTRICT MUNICIPALITY

BID NUMBER:	JGDM 2025/26-014	CLOSING DATE:	17 DECEMBER 2025	CLOSING TIME:	12H00
DESCRIPTION	DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT  
(*STREET ADDRESS*)

JGDM Offices, C/O. Cole & Graham Streets, Barkly East, 9786

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
Are you the accredited representative in South Africa for the goods, services, or works offered?	<input type="checkbox"/> yes <input type="checkbox"/> no [If yes, enclose proof]		Are you a foreign-based supplier for the goods, services, or works offered?		<input type="checkbox"/> yes <input type="checkbox"/> no [If yes, answer part B:3 below]
TOTAL NUMBER OF ITEMS OFFERED					
<b>TOTAL BID PRICE</b>	R				
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Budget & Treasury Office		Technical Services		



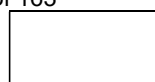
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

CONTACT PERSON	Mr. T Maseko	Mr. L Wana
TELEPHONE NUMBER	045 979 3160	045 979 3061
E-MAIL ADDRESS	masekot@jgdm.gov.za	lumanyano@jgdm.gov.za



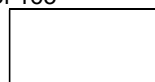
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**PART B: TERMS AND CONDITIONS FOR BIDDING****1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022. THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ..... DATE:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MBD 2 TAX CLEARANCE REQUIREMENTS**

It is a condition of the bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. To meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the bid being invalidated. Certified copies of the Tax Clearance Certificate will not be acceptable. Alternatively, a tax compliance verification PIN must be accompanied by a copy of a Tax Clearance Certificate.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationwide or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. To utilise this provision, taxpayers must register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**TENDERER'S CONFIRMATION OF COMPANY BANK DETAILS****COMPANY DETAILS (DETAILS OF LEAD PARTNER)**

The following company details schedule must be completed to ensure that the prerequisite requirements for bidding are met.

Registered Company Name: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

VAT Number: \_\_\_\_\_

Professional Registration Details: \_\_\_\_\_

Professional Indemnity Details: \_\_\_\_\_

**COMPANY BANK DETAILS**

Bank Name: \_\_\_\_\_

Branch: \_\_\_\_\_

Account Type: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Address: \_\_\_\_\_

BIDDER'S REPRESENTATIVE: \_\_\_\_\_

Signature of bidder's representative \_\_\_\_\_

Date \_\_\_\_\_

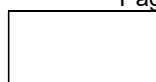
**AFFIX COMPANY STAMP HERE**



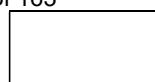
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

## COMPANY COMPOSITION

### GENERAL

All information must be filled in the spaces provided. If additional space is required, additional sheets may be attached. The bidder is responsible for providing all the necessary information. The whole company composition is needed, and the ownership must accumulate to 100%.

NAME AND SURNAME	ID NUMBER	CITIZENSHIP	DATE OF OWNER SHIP	% OWNED	VOTING %

ALL CONSORTIUM / JV MEMBERS / PARTNERS MUST COMPLETE THE FOLLOWING MBD 4 FORM

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MBD 4 DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>) .....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number:.....

3.7 The names of all directors/trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? .....**YES / NO**

\_\_\_\_\_

<sup>1</sup> MSCM Regulations: “in the service of the state” means to be: –  
a member of –

- any municipal council.
- any provincial legislature; or
- the National Assembly or the National Council of provinces.
- a member of the board of directors of any municipal entity.
- an official of any municipality or municipal entity.
- an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- an executive member of the accounting authority of any national or provincial public entity; or
- an employee of Parliament or a provincial legislature.

<sup>2</sup> “Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

3.8.1 If yes, furnish particulars.....

.....

.....

3.9 Have you been in the service of the state for the past twelve months? .....**YES / NO**

3.9.1 If yes, furnish particulars:.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? .....**YES / NO**

3.10.1 If yes, furnish particulars:.....

3.11 Are you aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? .....**YES / NO**

3.11.1 If yes, furnish particulars.....

.....

3.12 Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state? .....**YES / NO**

3.12.1 If yes, furnish particulars.....

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state? .....**YES / NO**

3.13.1 If yes, furnish particulars.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or businesses, whether or not they are bidding for this contract .....**YES / NO**

3.14.1 If yes, furnish particulars: .....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
Signature Date

.....  
Capacity Name of Bidder



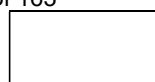
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## MBD 5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?  
\*YES/ NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?  
\*YES/ NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service providers in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars. ....

.....  
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?  
\*YES / NO

3.1 If yes, furnish particulars. ....

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?  
\*YES / NO

4.1 If yes, furnish particulars. ....

.....

\* Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must be included in all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### **1 GENERAL CONDITIONS**

- 1.1 The following preference points systems apply to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 90/10 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.
- 1.4 The maximum points for this tender are as follows:
- | <b>DESCRIPTION</b>                               | <b>POINTS</b> |
|--|---------------|
| PRICE  | 90            |
| SPECIFIC GOALS                                   | 10            |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### **2 DEFINITIONS**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “Rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES****3.1 POINTS AWARDED FOR PRICE****3.1.1 The 80/20 or 90/10 Preference point systems**

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20****or 90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender

**4 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT****4.1 POINTS AWARDED FOR PRICE****4.1.1 The 80/20 or 90/10 Preference point systems**

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20****or 90/10**

$$P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{or} \quad P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\max}$  = Price of highest acceptable tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 5 POINTS AWARDED FOR SPECIFIC GOALS (LEAD PARTNER DETAILS)

- 5.1 In terms of Regulation 4(2), 5(2), 6(2), and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the tenderer will be allocated points based on the goals stated in Table 1 below, as may be supported by proof/ documentation stated in the conditions of this tender:

**Table 1: Specific goals for the tender and points claimed are indicated in the table below.**

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
<b>HDI</b>		
51% owned by Black	2	
51% owned by Women	1	
51% owned by Youth	1	
51% owned by Disabled	1	
<b>TOTAL FOR HDI</b>	<b>5</b>	
<b>LOCALITY</b>		
Within the boundaries of the Joe Gqabi District Municipality (JGDM)	3	
Within the boundaries of the Eastern Cape but outside JGDM	2	
Outside of the boundaries of the Eastern Cape	0	
<b>TOTAL FOR LOCALITY</b>	<b>5</b>	
<b>TOTAL POINTS</b>	<b>10</b>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**6 DECLARATIONS WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm .....

6.2 Company registration number .....

## 6.3 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State-Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualify the company/ firm for the preference(s) shown, and I acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *Audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:**.....

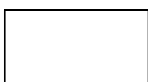
**DATE:** .....

**ADDRESS:** .....

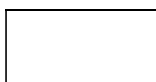
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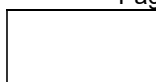
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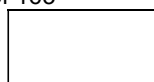
Contractor



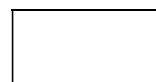
Witness 1



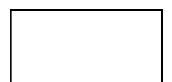
Witness 2



Employer



Witness 1



Witness 2

## MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must be included in all bids submitted.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors, has:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>Audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Is the bidder or any of its directors in arrears for any municipal rates or taxes or municipal charges, to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, \_\_\_\_\_ THE \_\_\_\_\_ UNDERSIGNED \_\_\_\_\_ (FULL \_\_\_\_\_ NAME)

.....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM  
TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO THE CANCELLATION OF A CONTRACT, ACTION  
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>3</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *pe se prohibition*, meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. Take all reasonable steps to prevent such abuse.
  - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. Cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that institutions can use to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 To give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description) In response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

---

<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where the product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit a bid;
  - (e) The submission of a bid that does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

- conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, before the date and time of the official bid opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2 - ANNEXURE B BID CHECK LIST**

All JGDM Individuals' bid documents will have the typical bid checklist as an attachment. This list is to assist all bidders in submitting complete bids.

Bidders are to check the following points before the submission of their bid:

- (a) The bidder has read all pages of the bid document.
- (b) All pages requiring information have been completed in black ink.
- (c) The Schedule of Quantities has been checked for arithmetic correctness.
- (d) Totals from each subsection of the Schedule of Quantities have been carried forward to the summary page.
- (e) The total from the summary page has been carried forward to the Bid Form.
- (f) Surety details have been included in the bid.
- (g) All sections requiring information have been completed.
- (h) The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
- (i) The bid document is submitted before 12h00 on the due date at the designated bid box of the JGDM.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2 - ANNEXURE C      DECLARATION BY BIDDERS**

I / We acknowledge that I/we am/are fully acquainted with the contents of the conditions of tender of this quotation form and that I/we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall apply to the contract resulting from the acceptance of \*my / our quotation and that I/we elect domicillium citandi et executandi in the Republic at:

.....

.....

.....

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our quotation: that the price quoted cover all the work items specification in the quotation documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE

NAME (PRINT)

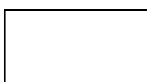
CAPACITY

DATE

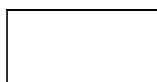
NAME OF FIRM

WITNESS 1

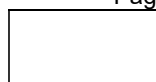
WITNESS 2



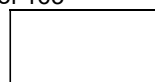
Contractor



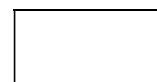
Witness 1



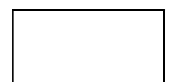
Witness 2



Employer



Witness 1



Witness 2

PORTION 2: THE CONTRACT

## PORTION 2: THE CONTRACT

### **PART C1:       AGREEMENT AND CONTRACT DATA**

C1.1           Form of Offer and Acceptance

C1.2           Contract Data

### **PART C2:       PRICING DATA**

C2.1           Pricing Instructions

C2.2           Pricing Schedule of Quantities

### **PART C3:       SCOPE OF WORK**

C3.1           Description of the Works

C3.2           Engineering

### **PART C4:       SITE INFORMATION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PART C1:      AGREEMENT AND CONTRACT DATA**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.1 FORM OF OFFER AND ACCEPTANCE****C1.1.1 Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract with respect to the following works:

**BID NO.: JGDM 2025/26-014: DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

The Tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto (as listed in the Schedule of Returnable Documents), and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all the obligations and liabilities of the Contractor under the Contract. Including compliance with all its terms and conditions, according to their true intent and meaning, for an amount to be determined in accordance with the FIDIC Silver (2017), identified in the Contract Data.

The Contract shall be completed within ..... (specified number) months of the Commencement.

THE OFFERED TOTAL OF THE PRICES, INCLUSIVE OF VALUE ADDED TAX, IS:

.....

..... RAND (in words);

R ..... (in figures)

The Employer may accept this offer by signing the Acceptance part of this Form of Offer and Acceptance. Thereafter, the Employer will return one copy of this document to the Tenderer before the end of the period of validity (stated in the tender data). Whereupon the Tenderer becomes the party named as the Contractor in the FIDIC Silver (2017) identified in the Contract Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

Name and address of Organisation:

SIGNATURE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.1.2 Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the FIDIC Silver (2017) identified in the Contract Data. Acceptance of the Tenderer's offer shall form an Agreement between the Employer and the Tenderer, upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the Returnable Documents, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or just after this Agreement comes into effect; contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the FIDIC Silver (2017) identified in the Contract Data. Failure to fulfil any of these obligations, in accordance with those terms, shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor), within five days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

CAPACITY

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

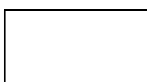
## C1.2 CONTRACT DATA

The Standard Conditions of Tender are the *Standard for Uniformity in Engineering and construction works contracts* (August 2019) published by the Construction Industry Development Board. Each item of data given below is cross-referenced to the clause in the *FIDIC Conditions of Contract for EPC/TURNKEY PROJECTS (2017)* of the above-mentioned *Standard for Uniformity in Engineering and construction works contracts* (August 2019) to which it mainly applies.

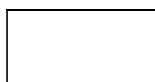
### C1.2.1 Part 1: Data Provided by the Employer

#### 1. GENERAL

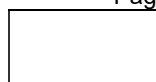
Sub-Clause	Data to be given	Data
1.1.24	The “Defects Notification Period” ( <b>DNP</b> )	365 days.
1.1.77	The Time for Completion	36 months
1.1.27	The “Employer	Joe Gqabi District Municipality.
1.1.30	The “Employer’s Representative”	Mr Lumanyano Wana of Joe Gqabi District Municipality
14.1	The “Pricing Strategy”-	EPC/turnkey contract is based on a lump sum price, with little or no measurement
14.2	Advanced Payment in this contract shall apply.	The advance payment is less than 22% of the Contract Price stated in the Contract Agreement.
1.3(d)	Address of Employer for communications:	<b>Name:</b> Joe Gqabi District Municipality <b>Address:</b> C/O Cole and Graham streets, Barkly East, 9786 <b>Telephone:</b> 045 979 3000 <b>E-Mail:</b> <a href="mailto:lumanyano@jgdm.gov.za">lumanyano@jgdm.gov.za</a>
4.8	Health and Safety Obligations.	The Contractor shall submit within 21 days of the Commencement Date and before commencing any construction on the Site, the Contractor shall submit to the Employer for information a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. This manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws



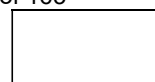
Contractor



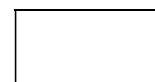
Witness 1



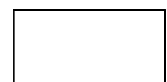
Witness 2



Employer



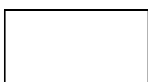
Witness 1



Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

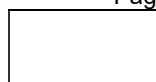
Sub-Clause	Data to be given	Data
1.1.31	Submitting “Employer’s Requirements	The document entitled Employer’s Requirements, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such a document describes the purpose(s) for which the Works are intended, and specifies Key Personnel (if any), the scope, and/or design and/or other performance, technical and evaluation criteria, for the Works.
2.5	Site Data and Items of Reference	Maletswai and Surrounding Townships
7.8	Royalties	<p>Unless otherwise stated in the Employer’s Requirements, the Contractor shall pay all royalties, rents and other payments for:</p> <p>(a) natural Materials obtained from outside the Site; and</p> <p>(b) The disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Employer’s Requirements.</p>
8.4	Advance Warning	<p>Each Party shall advise the other Party in advance of any known or probable future events or circumstances which may:</p> <p>(a) adversely affect the work of the Contractor’s Personnel;</p> <p>(b) adversely affect the performance of the Works when completed;</p> <p>(c) increase the Contract Price; and/or</p> <p>(d) delay the execution of the Works or a Section (if any).</p> <p>The Employer may request the Contractor to submit a proposal under Sub-Clause 13.3.2 [Variation</p>



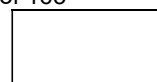
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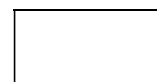
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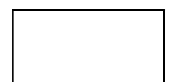
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Employer



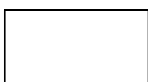
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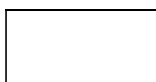
Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

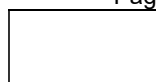
Sub-Clause	Data to be given	Data
		by Request for Proposal] to avoid or minimise the effects of such event(s) or circumstance(s).
14.3(iii)	Percentage of Retention	5% deducted for retention until the amount so retained by the Employer reaches the limit of Retention Money
14.3(iii)	Limit for Retention Money	10% of the Contract value of works
14.6	Interim Payments	<p>No amount will be paid to the Contractor until:</p> <p>(a) The Employer has received the Performance Security in the form, and issued by an entity, in accordance with Sub-Clause 4.2.1[Contractor's obligations]; and</p> <p>(b) The Contractor has appointed the Contractor's Representative in accordance with Sub-Clause 4.3 [Contractor's Representative]</p>
14.6.2	Withholding (amounts in) an interim payment	<p>An interim payment shall not be withheld for any other reason, although:</p> <p>(a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the estimated cost of rectification or replacement may be withheld until rectification or replacement has been completed;</p> <p>(b) if the Contractor was or is failing to perform any work, service or obligation in accordance with the Contract, the value of this work or obligation may be withheld until the work or obligation has been performed. In this event, the Employer shall promptly give a Notice to the Contractor describing the failure and</p>



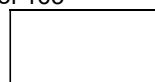
Contractor



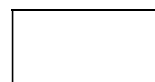
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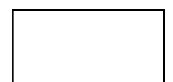
Witness 2



Employer



Witness 1



Witness 2



## DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)

Sub-Clause	Data to be given	Data
		with detailed supporting particulars of the value withheld; and/or (c) if the Employer finds any significant error or discrepancy in the Statement or supporting documents, the amount of the interim payment may take account of the extent to which this error or discrepancy has prevented or prejudiced proper investigation of the amounts in the Statement until such error or discrepancy is corrected in a subsequent Statement.
14.7(b)(ii)	Period for the Employer to make interim payments to the Contractor	Not more than 30 days
13.3.1(c)	Price adjustment in the cost of special materials shall not be applied to this Contract.	
14.5	The percentage advance on materials not yet built into the Permanent Works:	80%. No payment will be made for material not on site
19.2	Insurance to be provided by the Contractor	<p><u>[19.2.1] The Works</u> The Contractor shall insure and keep insured in the joint names of the Contractor and the Employer from the Commencement Date until the date of the issue of the Taking-Over Certificate for the Works:</p> <p><u>[19.2.2] Goods</u> The Contractor shall insure, in the joint names of the Contractor and the Employer, the Goods and other things brought to Site by the Contractor to the extent specified and/or amount stated in the Contract Data.</p> <p><u>[19.2.3] Liability for breach of professional duty</u> To the extent, if any, that the Contractor is responsible for the design of part of the Permanent</p>

Contractor

Witness 1

Witness 2

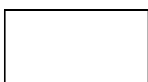
Employer

Witness 1

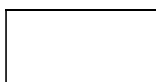
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## DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)

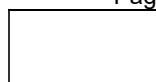
Sub-Clause	Data to be given	Data
		<p>Works under Sub-Clause 4.1 [Contractor's General Obligations], and/or any other design under the Contract, and consistent with the indemnities specified in Clause 17 [Care of the Works and Indemnities]:</p> <p><u>[19.2.4] Injury to persons and damage to property</u> The Contractor shall insure, in the joint names of the Contractor and the Employer, against liabilities for death or injury to any person, or loss of or damage to any property (other than the Works) arising out of the performance of the Contract and occurring before the issue of the Performance Certificate, other than loss or damage caused by an Exceptional Event.</p> <p><u>[19.2.5] Injury to employees</u> The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising out of the execution of the Works in respect of injury, sickness, disease or death of any person employed by the Contractor or any of the Contractor's other personnel.</p>
8.6.5	The insurance shall be effected with an insurance company registered in South Africa.	
21.4	Dispute resolution	<p><u>Refer Disputes to the Dispute Avoidance/Adjudication Board (DAAB) for decision.</u> If a Dispute arises between the Parties, then either Party may refer the Dispute to the DAAB for its decision (whether or not any informal discussions have been held under Sub-Clause 21.3</p>



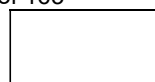
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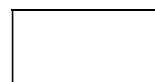
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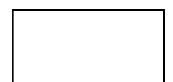
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Employer



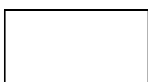
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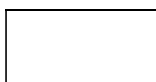
Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

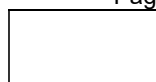
Sub- Clause	Data to be given	Data
		[Avoidance of Disputes]) and the following provisions shall apply.
21.1	Constitution of the DAAB	<p>The DAAB shall comprise, as stated in the Contract Data, either one suitably qualified member (the “sole member”) or three suitably qualified members (the “members”). If the number is not so stated, and the Parties do not agree otherwise, the DAAB shall comprise three members.</p> <p>If the DAAB is to comprise three members, each Party shall select one member for the agreement of the other Party. The Parties shall consult both these members and shall agree the third member, who shall be appointed to act as chairperson.</p>



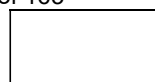
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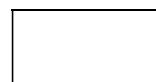
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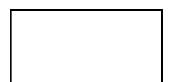
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Employer



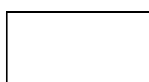
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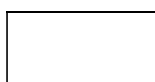
Witness 2

**C1.2.2 PART 2: Data Provided by the Contractor****C1.2.2.1. GENERAL**

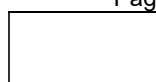
Clause	Description														
1.1.1.9	Name of the Contractor: ..... .....														
1.2.1.2	Address of the Contractor: Physical:.....Postal: ..... ..... ..... ..... ..... ..... ..... E-Mail: ..... Telephone No:.....Cell No:.....														
6.2.1	<table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's Choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash Deposit of 10% of the Contract Sum.</td><td></td></tr> <tr> <td>Fixed Performance Guarantee of 10% of the Contract Sum.</td><td></td></tr> <tr> <td>Variable Performance Guarantee of ...% of the Contract Sum for the first period and ...% of the Contract Sum for the second period.</td><td></td></tr> <tr> <td>Retention of 10% of the value of the Works.</td><td></td></tr> <tr> <td>Cash Deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works.</td><td></td></tr> <tr> <td>Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's Choice. Indicate "Yes" or "No"	Cash Deposit of 10% of the Contract Sum.		Fixed Performance Guarantee of 10% of the Contract Sum.		Variable Performance Guarantee of ...% of the Contract Sum for the first period and ...% of the Contract Sum for the second period.		Retention of 10% of the value of the Works.		Cash Deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works.		Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
Type of Security	Contractor's Choice. Indicate "Yes" or "No"														
Cash Deposit of 10% of the Contract Sum.															
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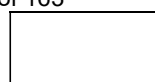
Contractor



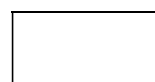
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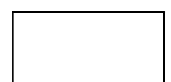
Witness 2



Employer



Witness 1



Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

Clause	Description
	Variable Performance Guarantee of ....% of the Contract Sum for the first period and ...% of the Contract Sum for the second period plus retention of ...% of the value of the Works.

**6.8.3 Variation in cost of special materials**

The variation in the cost of special materials is:

Type of special material	Unit	Base Rate or price

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)****C1.2.2.2 PRO FORMA PERFORMANCE GUARANTEE****C1.2.2.2.1 Guarantor Details and Definitions**

“Guarantor” means: \_\_\_\_\_

Physical address: \_\_\_\_\_

\_\_\_\_\_

“Employer” means: Joe Gqabi District Municipality.

“Contractor” means: \_\_\_\_\_

“Employer's Agent” means: A Professional Registered with the Engineering Council of South Africa (ECSA) and is Mr Sarel de Wet, Pr Eng No. 950637 or as corresponded, on behalf of Dibanani CC.

“Works” means: \_\_\_\_\_

“Site” means: \_ \_\_\_\_\_

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R \_\_\_\_\_

Amount in words: \_\_\_\_\_

\_\_\_\_\_

“Guaranteed Sum” means: The maximum aggregate amount of R \_\_\_\_\_

Amount in words: \_\_\_\_\_

\_\_\_\_\_

Type of Performance Guarantee: \_\_\_\_\_ *(Insert Variable or Fixed)*

“Expiry Date” means: \_\_\_\_\_ *(Give date)*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

or any other later date set by the Contractor and/or Employer, provided such instruction is received before the Expiry Date as indicated here.

**C1.2.2.2.2 Contract Details**

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**1. VARIABLE PERFORMANCE GUARANTEE**

**1.1** Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

**1.1.1** From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R \_\_\_\_\_

Amount in words: \_\_\_\_\_

\_\_\_\_\_

**1.1.2** From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R \_\_\_\_\_

Amount in words: \_\_\_\_\_

\_\_\_\_\_

**1.2** The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

**2. FIXED PERFORMANCE GUARANTEE**

**2.1** Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

**2.2** The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES
- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate, which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 The Contract has been terminated due to the Contractor's default, and this Performance Guarantee is called up in terms of 3.3;
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

- 3.3.3** The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5** Where the Guarantor has made payment in terms of 3.3, the Employer shall, upon the date of issue of the Final Payment Certificate, submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6** Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7** Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9** The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10** This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11** This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12** Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: ..... Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

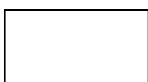
DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)

Guarantor's signatory (1):..... Capacity:.....

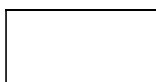
Guarantor's signatory (2):..... Capacity:.....

Witness signatory (1).....

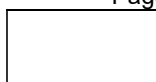
Witness signatory (2).....



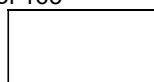
Contractor



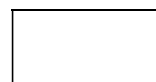
Witness 1



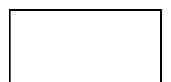
Witness 2



Employer



Witness 1



Witness 2

## PART C2: PRICING DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C2.1. PRICING ASSUMPTIONS / INSTRUCTIONS****PRE-AMBLE OF THE PRICING SCHEDULE**

1. Bidders shall calculate their prices for the various stages of 'Services' as detailed in Pricing Schedule based on Clauses 3 and 4 of the ECSA Guideline (Government Gazette No 52691, 02 April 2025) and based on their experience and current industry prices for items not covered by the ECSA Guideline.
2. The 'Pricing Schedule includes provisions for various services other than normal services as described in the ECSA guidelines, Clauses 3.3 and 4,6 and the scope of works. Bidders are required to obtain accurate estimates of the sums for these services, as no variation may be allowed after award, except for the annual price escalation adjustment as explained in item 3 above. Quotes for specialist sub-consultants that the bidder intends to use must be included in the bid to assist the evaluators in properly assessing the bids. These prices will not be expected to change at a later stage.
3. Expenses and costs shall be accurately determined by the bidder and included in the bid, assuming Services rendered according to Clause 3 of the ECSA guidelines and scope of work as described in the bidding documents, as variations at a later stage are quite unlikely.
4. Rates for Time-based services shall be entered against the relevant items in the pricing schedule for different levels of personnel. Time-based payments will only be made when Joe Gqabi District Municipality has specifically ordered the work involved in writing.
5. The Bidder shall fill in a discount percentage rate or a lump sum for each item where the provision is made for it. Items against which no rate or lump sum has been entered and/ or certain items of work mentioned in the scope of work but there is no specific item in the pricing schedule will not be paid for when the work has been executed, as payment for such work will be regarded as being covered by other rates or lump sums in the 'Pricing Schedule'.
6. The reimbursement of the items in the price schedule with Provisional Sums (Prov-Sum) will be made on an actual cost basis according to the ECSA Guideline, subject to prior approval of the Employer before incurring the costs. No reimbursement for these items will be made if the expenditure is made without any written prior approval from the Employer.
7. Bidders shall not enter "included" against any item. No shall items be grouped and a single amount entered. If a Bidder wishes to make any alteration to the 'Pricing Schedule', then it should be treated as an alternative bid.
8. The offered discount percentage shall be valid irrespective of any change in the quantities or adjustment of rates for any reason during the execution of the contract.
9. All rates and sums of money quoted in the 'Pricing Schedule' shall be in South African Rand and whole cents. Fractions of a cent shall be discarded.  
The offered fees for each item of the pricing schedule shall include all direct and indirect costs for services to be provided, including taxes, levies, and VAT, etc
10. A schedule of unit rates for copying/ printing/ binding, etc., as applicable, for producing various project documents, must be provided with the price quotes. These rates will be used to reimburse any production beyond the meeting minutes and the first three sets of any project-related production. The unit rates will not receive any price adjustment until the project is completed and closed out.
11. This 'Pricing Schedule' forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
12. It will be compulsory for the tenderer to conduct a detailed on-site technical assessment at their own cost to determine the full extent of the works required for the replacement of the ageing and deteriorating asbestos cement (AC), cast iron and PVC water mains within Maletswai (formerly Aliwal

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

North), located under the Walter Sisulu Local Municipality (WSLM) within the Joe Gqabi District Municipality (JGDM).

The purpose of this assessment is to enable the tenderer to develop a comprehensive understanding of the existing water infrastructure, site conditions, and local constraints prior to finalising their pricing proposal. The site assessment shall include, but not be limited to:

- Evaluation of existing pipeline alignments, diameters, and materials;
- Identification of high-risk areas affected by frequent bursts and water losses;
- Assessment of existing connections, valves, and fittings;
- Inspection of road crossings, servitudes, and areas affected by prior excavations;
- Determination of construction access points and material storage areas;
- Consideration of environmental and safety risks associated with asbestos handling and disposal in accordance with the **Occupational Health and Safety Act (Act No. 85 of 1993) and relevant SANS standards.**

The assessment findings shall inform the tenderer's own detailed and comprehensive Bill of Quantities (BoQ) covering all aspects of the project—from design development, procurement, and construction to testing, commissioning, and final handover. The BoQ must include allowances for all materials, plant, equipment, supervision, professional fees, community liaison participation, and compliance with EPWP requirements as stipulated in the tender documents.

**12.1. SCOPE AND TECHNICAL BASIS**

The envisaged construction works shall address the complete replacement of ageing water distribution infrastructure in Maletswai, including pipelines, fittings, valves, chambers, and associated civil works. The tenderer is expected to consider the following key elements (not exhaustive):

- Detailed hydraulic design and modelling to determine pipe sizing and layout.
- Trench excavation, bedding, and backfilling.
- Supply and installation of approved pipe materials (HDPE/uPVC/DI or equivalent) with appropriate pressure ratings.
- Valve chambers, air valves, scour valves, and thrust block construction.
- Connection to existing networks and testing of all installations.
- Disinfection and commissioning of the new system.
- Safe removal and disposal of asbestos pipes in compliance with statutory regulations.
- Temporary works, traffic accommodation, and reinstatement of affected areas.
- Dealing with existing services

All designs, drawings, and method statements must be submitted for approval by the Employer's Representative prior to commencement of construction. All materials and workmanship shall comply fully with SANS 1200 standards and any applicable national and local regulatory requirements.

**12.2. PRICING PRINCIPLES**

The tenderer shall include all costs associated with the design, supervision, labour, materials, testing, environmental compliance, and commissioning of the works.

**12.3. SITE INSPECTIONS**


Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

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Site inspections will be arranged through the Employer by appointment, with at least two (2) working days' notice required prior to the intended inspection. The Employer will avail a dedicated representative to guide the bidder's team through the existing infrastructure layout to facilitate accurate technical assessment.

Attendance at these inspections is mandatory for all prospective bidders and forms a prerequisite for bid compliance. Failure to attend or record the inspection visit shall render the bid non-responsive.

Contractor

Witness 1

Witness 2

Employer

Witness 1

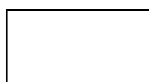
Witness 2

**C2.2 PRICING SCHEDULE****NAME OF BIDDER:**.....  
**BID NO.:** JGDM 2025/26-014**PROJECT NAME:** DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT – (TURNKEY)**CLOSING TIME:** 12:00Hrs. **DATE:** 17 DECEMBER 2025

OFFER IS VALID FOR 120 DAYS FROM THE CLOSING DATE (inclusive) OF THE BID.

**SUMMARY OF BIDDING PRICES**

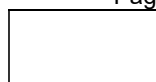
Item/clause	Services Type (Phase/ Stage)	Unit/Rate	Estimated Basic Fee	Discount (%)	Quoted/ Discounted Amount
3.2	Normal Services (Professional Civil Engineer) (Ref: ECSA Clause 3.2)				
3.2.1	Stage 1: Project Initiation: Inception	5%			R
3.2.2	Stage 2 – Concept and Viability (also termed Preliminary Design)	15%	Yes		R
3.2.3	Stage 3 – Design Development	25%	Yes		R
3.2.4	Stage 4 – Construction Documentation (Note: There will be no cost for procurement as this is Design & Build)	15%	Yes		R
3.2.5	Stage 5 – Contract Administration and Inspection	35%	Yes		R
3.2.6	Stage 6 – Close-Out	5%	Yes		R
SUB-TOTAL (3.2) CARRIED FORWARD TO SUMMARY					R



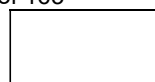
Contractor



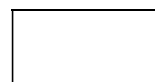
Witness 1



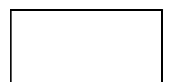
Witness 2



Employer



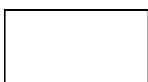
Witness 1



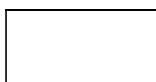
Witness 2

5	Item/clause	Construction Services (Build)				Quoted/
Item/clause	Services Type (Phase/ Stage)	Unit	QUANTITY	RATE		AMOUNT
5.1 3.3	Construction Services (Ref: ECSCA Clause 3.3)	Lump Sum				
5.2 1a	Baseline Surveys including ISD	%		R		R
1b	SUB-TOTAL (5) Mark-up on item 1a	%		CARRIED FORWARD TO SUMMARY	R	
2a	Infrastructure condition, Surveys and Setting out	Lump Sum		R		R
2b	Mark-up on item 2a	%				R
3a	Investigations and Tests	Lump Sum		R		R
3b	Mark-up on item 3a	%				
4a	EIA, EIM/EMP and applications	Lump Sum				R
4b	Mark-up on item 4a	%				R
3.3.2	Construction Monitoring: Level 3: Full-time Construction Monitoring	Lump Sum				
3.3.2a	Mark-up on item 3.3.2	%				R
4.6 3.3.3	Expenses and Costs	Lump Sum				
4.6 (2)	Traveling or conveyance of members of the					
3.3.3a	Engineer (Ref: Clause 4.6 (2)(a) & (b))			Prov. Sum		R 1 000 000.00
4.6 (2) € & (f)	Printing, copying and binding (Ref: Clause 4.6 (2)(e) & (f))					R 30 000.00
	SUB-TOTAL (3.3) CARRIED FORWARD TO SUMMARY					R 30 000.00
	Sub-Total (4.6) CARRIED FORWARD TO SUMMARY					R 1 030 000.00

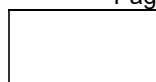
Item	Description	Unit	Quantity/ Amount (R)	Rate	Remarks
6	Personnel Input (unscheduled additional services)				
6.1	Category A Person	hr	1		Rate only
6.2	Category B Person	hr	1		Rate only



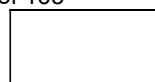
Contractor



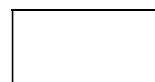
Witness 1



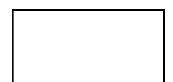
Witness 2



Employer



Witness 1



Witness 2



## DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)

6.3	Category C person	hr	1		Rate only
6.4	Category D Person	hr	1		Rate only

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C2.2 SCHEDULE OF QUANTITIES – SUMMARY**

<b>CALCULATION OF TENDER SUM</b>	<b>AMOUNT</b>
A - SUB-TOTAL (3.2) – NORMAL SERVICES (Total brought forward from page 126)	
B - SUB-TOTAL (3.3) – ADDITIONAL SERVICES (Total brought forward from page 127)	
C - SUBTOTAL (5) – CONSTRUCTION SERVICES (BUILD) (Total brought forward from page 128)	
D - SUB-TOTAL (4.6) – EXPENSES AND COSTS (Total brought forward from page 128)	
<b>E - SUB TOTAL (A + B + C + D)</b>	
F - ALLOWANCE FOR CONTINGENCIES (10% OF SUB-TOTAL (E))	
<b>G - SUB TOTAL (E + F)</b>	
H - VALUE ADDED TAX (15% OF Subtotal G)	
<b>TOTAL AMOUNT OF FORM OF TENDER (G + H)</b> (to be transferred to Form of Offer and Acceptance and the Cover Page of the document)	

.....  
SIGNED ON BEHALF OF TENDERER:

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible]

CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED			
Description	Size	Capacity	Hourly rate (Excluding VAT)

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART C3:       SCOPE OF WORKS**

### **C3.1 DESCRIPTION OF WORKS**

#### **C3.1.1 Overview of the Works**

The project will be implemented in the town of Maletswai (formerly Aliwal North), located within the Walter Sisulu Local Municipality (WSLM) under the jurisdiction of the Joe Gqabi District Municipality (JGDM), which serves as the water services authority. Maletswai lies in the northern part of the Eastern Cape Province, along the Orange River, bordering the Free State Province. The town functions as a medium-sized commercial centre with a small industrial area and central business district situated near the N6 national route, which connects the region in a north–south direction.

Maletswai is currently experiencing frequent pipe bursts and significant water losses due to ageing and deteriorating water infrastructure. The existing networks—primarily composed of Asbestos Cement (AC), Cast Iron and PVC pipes—were historically aligned along road centres, leading to road damage during maintenance and repair activities. The AC pipes, in particular, pose health, environmental and maintenance challenges, resulting in recurring leaks and service interruptions that undermine sustainable water supply to the town and surrounding townships.

The project is funded through the Municipal Infrastructure Grant (MIG), with funding available from 2025/2026 to initiate the project. The project is planned to be implemented over a period of thirty-six (36) months as a multi-year project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



*Figure 1: Maletswai (Aliwal North) Locality Plan*

### **C3.1.2 Extent of the Works**

The employer's objective is to deliver a public water infrastructure facility using plant and local labour for the replacement of ageing infrastructure in Maletswai (Aliwal North), and to also meet the future housing and corporate development for the town. The final infrastructure requirements shall be confirmed through design development, which forms part of this scope.

The Employer's objectives in delivering public infrastructure and services for this project include the provision of temporary work opportunities to the local community through the application of labour-enhanced methods to the maximum extent feasible, in accordance with the Expanded Public Works Programme Guidelines.

The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC) from time to time. The requirements of the Expanded Public Works Programme (EPWP) are contained in Part F of section C3.3 Particular Specifications.

The scope of this project will include the procurement, supply, delivery, storage, installation, testing and commissioning of new pipelines and associated civil works. All designs, drawings and method statements must receive prior approval before construction

Contractor

Witness 1

Witness 2

Employer

Witness 1

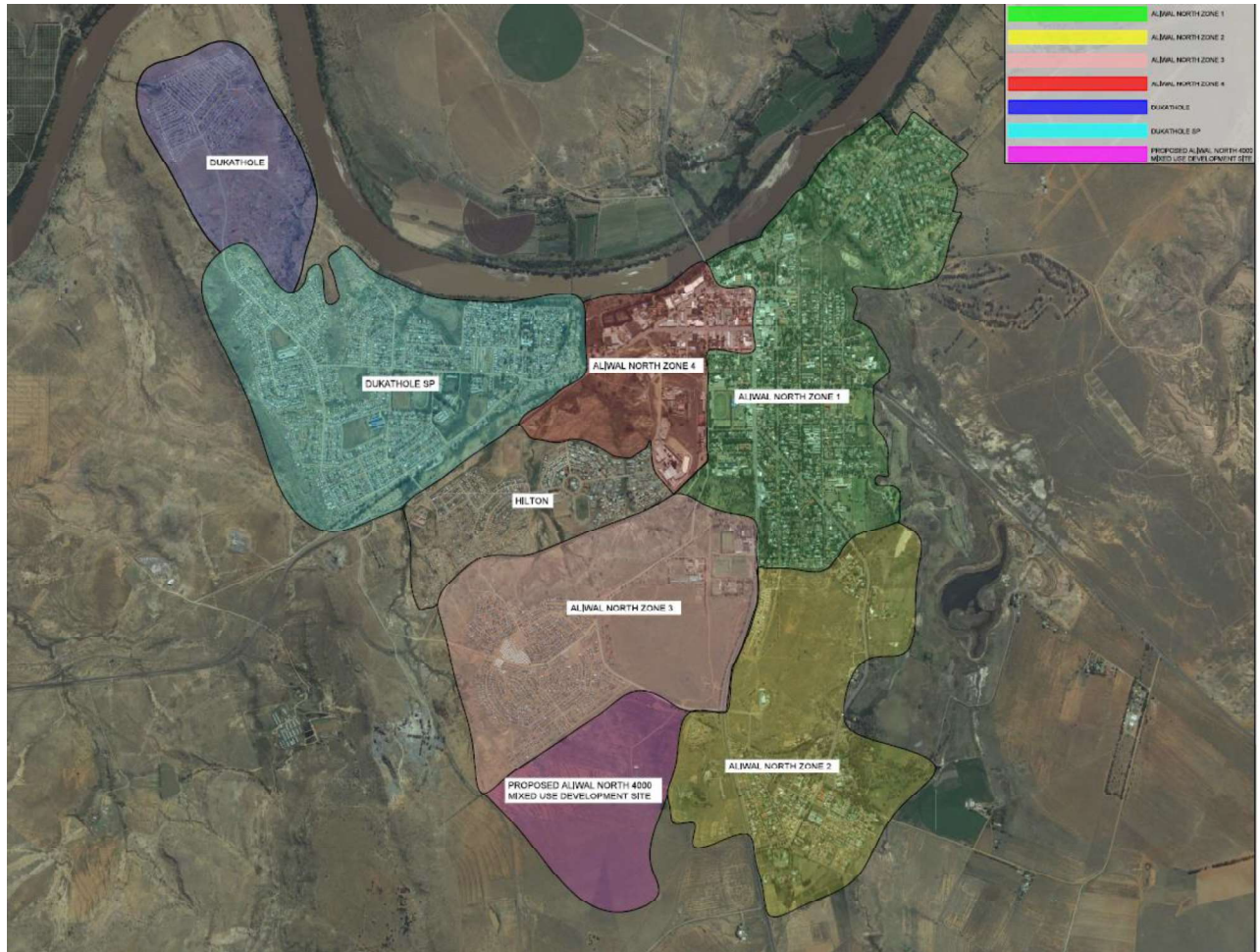
Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

commences and all works shall comply with SANS 1200 standards and relevant regulatory requirements.

### C3.1.3 Location

The sketch for Maletswai is shown in Figure 1, and Figure 2 below shows the Maletswai water supply zones.



*Figure 2: Maletswai 7 Water Supply Zones*

### C3.1.4 Summary of AC Pipe replacement

A detailed investigation was done to identify the current AC pipes and any other ageing pipes in the network, and is detailed in the table below. The replacement has been split into twelve different sections and a summary of the extent of the replacement is given in the table overleaf.

A feasibility study of the replacement of asbestos cement pipes within the existing water network of Aliwal North was undertaken. Apart from the negative health effects and public perception of the use of Asbestos Cement (AC) pipes in water reticulation, the existing AC

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

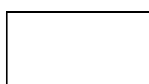


**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

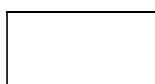
pipes within the network of Aliwal North is old and presents a maintenance challenge. There are numerous reported leaks and pipe bursts that compromise service delivery to residents.

**Table 1: Extent of AC Pipe replacement**

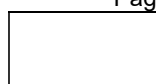
SECTION No.	DESCRIPTION	EXISTING AC PIPE DIAMETER	REPLACEMENT PIPE		LENGTH (m)
			TYPE	SIZE	
1	250 dia. Bulk Rising Main from WTW to Terminal Reservoir	250 ø	uPVC	250 ø	1771
2	400 dia. Bulk Rising Main from WTW to Terminal Reservoir	400 ø	oPVC	400 ø	1727
3	Aliwal North Zone 1 Reticulation	50 ø	HDPE	50 ø	1067
		90 ø	uPVC	90 ø	2979
4	150 dia. Rising Main to Dukathole SP Reservoir	150 ø	uPVC	160 ø	2295
5	200mm dia Gravity Main to Dukathole SP Reticulation	200 ø	uPVC	200 ø	1465
6	Dukathole SP Zone 1 Reticulation	50 ø	HDPE	50 ø	37
		75 ø	HDPE	75 ø	1397
		100 ø	uPVC	110 ø	153
		150 ø	uPVC	160 ø	28
		160 ø	uPVC	160 ø	244
		250 ø	uPVC	250 ø	185
7	200mm dia. Bulk Gravity Main to Hilton Reticulation	200 ø	uPVC	200 ø	826
8	Hilton Zone 1 Reticulation	100 ø	uPVC	110 ø	449
		75 ø	HDPE	75 ø	170
9	200mm dia. Bulk Gravity Main to Springs Reticulation	200 ø	uPVC	200 ø	976
10	Dukathole SP Zone 2 Reticulation	50 ø	HDPE	50 ø	26
		75 ø	HDPE	75 ø	2950
		100 ø	uPVC	110 ø	3347
		110 ø	uPVC	110 ø	350
		150 ø	uPVC	160 ø	178
		160 ø	uPVC	160 ø	731
		200 ø	uPVC	200 ø	1264
		250 ø	uPVC	250 ø	937
		300 ø	uPVC	315 ø	13
11	Aliwal North Zone 3 Reticulation	50 ø	HDPE	50 ø	148
		75 ø	HDPE	75 ø	2744
		100 ø	uPVC	110 ø	1823
		150 ø	uPVC	160 ø	110
		160 ø	uPVC	160 ø	367
		200 ø	uPVC	200 ø	294
		250 ø	uPVC	250 ø	583
		300 ø	uPVC	315 ø	22
12	Hilton Zone 2 Reticulation	75 ø	HDPE	75 ø	144
		100 ø	uPVC	110 ø	450
		200 ø	uPVC	200 ø	499



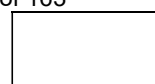
Contractor



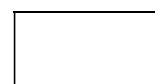
Witness 1



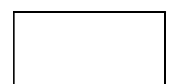
Witness 2



Employer



Witness 1



Witness 2

**C3.1.5 SUMMARY OF THE SCOPE OF WORKS**

The Works to be carried out must include, but not be limited to, the following main activities:

- a) Initial site assessments, including but not limited to expropriation documentation, identification of services and site and test investigations required for design.
- b) Appointment of sub-consultants (OHS sub-consultant, Environmental sub-consultant, ISD sub-consultant, Surveyor, Geotechnical sub-consultant)
- c) Project Inception
- d) Preliminary Design Development
- e) Tender Documentation
- f) Stakeholder engagement.
- g) Construction
- h) Construction Monitoring
- i) Compliance with FIDIC Silver (2017) requirements.
- j) Continuous quality control over materials and workmanship, and compliance with the Particular Specifications about environmental management and occupational health and safety, during all the above construction activities.
- k) Removal of all site establishment facilities and constructional plant on completion of the Works. Removal to be compliant with the EIA and/or the Environmental Acts surrounding the project.
- l) Compiling the close-out reports together with the as-built drawings.
- m) Hand over to the client with the necessary training if required.
- n) Making good of any defects during the Defects Liability Period.

All plant and equipment provided, and actions taken to meet the stated objectives, shall be subject to the requirements and provisions of the standard specifications contained in this document, as amended by the specific variations and additions to these standard specifications as presented in this Specification. In accordance with the pricing schedule summaries, a detailed Bill of Quantities has not been provided; this will be developed by the tenderer based on the scoping of works required to deliver THE ASBESTOS PIPE REPLACEMENT IN MALETSWAI (ALIWAL NORTH), EASTERN CAPE.

**C3.1.6 Labour Intensive Construction**

Labour-intensive construction shall mean the economically efficient employment of as significant a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications, with completion by the Due Completion Date, thus ensuring adequate substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using Labour-Intensive Construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portions (s) of the Works that are required

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.1.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Part C3 of the Scope of Works.

The portions of the Works to be executed using Labour Intensive Construction methods are:

- Clearing and grubbing of the site,
- Hand-proving for existing services detection,
- Preparation of bedding with specified material,
- Laying of the pipelines,
- Compaction around the pipelines,
- Mixing and placing of small concrete works, less than 3 m<sup>3</sup>,
- Building manholes,
- Any other work as instructed by the Engineer.

In respect of those portions of works which are not listed above, the construction methods adopted, and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted, and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

### **C3.1.7 Sub-Contracting**

C3.1.7.1 The Contractor shall appoint such authorities and/or specialist sub-contractors and suppliers as may be designated or nominated by the Employer or the Engineer.

C3.1.7.2 The Contractor shall sublet to local small subcontractors appropriate portions of the works.

C3.1.7.3 As required by Clause 4.4 of the FIDIC Silver (2017), the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf.

C3.1.7.4 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided that the Contractor has complied fully and in all respects with the provisions of the Contract about subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to

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suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances, which the Engineer may consider warranting such authorization, include:

- a) non-receipt of valid or acceptable tenders/quotations from local subcontractors.
- b) serious default or failure of appointed local subcontractors.

The Engineer shall not grant *such* authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

Should the Contractor, after suitable due endeavour, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works the Contractor has designated for sub-contracting, then the Contractor shall be permitted to undertake the Works in question with his own, after approval by the Engineer.

The Engineer shall monitor the progress achieved with subcontractor training, and the successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of subcontractors and labour.

As specified in Clause C3.1.3, the Contractor shall approach the Labour Desk/CLO, which is established for the purposes of the Contract, for assistance and advice regarding conditions of employment, minimum wages, disputes, and disciplinary procedures in respect of local subcontractors.

### **C3.1.8 Construction and Management Requirements**

#### **C3.1.8.1 General**

The Contractor is referred to SANS 1921: 2018, Parts 1, 2, 3, and 5, Construction and Management Requirements for Works Contracts. These specifications shall apply to the contract under consideration, and the Contractor shall comply with all requirements relevant to the project.

Certain aspects, however, require further attention as described hereafter.

#### **C3.1.8.2 Quality Assurance (QA) (Read with SANS 1921 – 1: 2018 clause 4.4)**

The Contractor will be solely responsible for producing work that complies with the Specifications to the satisfaction of the Engineer. To this end, it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will regularly audit the Contractor's quality assurance (QA) system to verify that adequate independent checks and tests are being carried out and to ensure that the

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Contractor's own control measures are sufficient to identify any possible quality problems that could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transportation, instruments, equipment, and tools are available to control the quality of their own workmanship in accordance with their Quality Assurance (QA) system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

**C3.1.8.3 Management & disposal of water (Read with SANS 1921 - 1: 2018 clause 4.6)**

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works because of the Contractor's failure to properly manage rain and surface water will not be considered. The works are in inhabited areas, and the contractor will ensure that no stormwater damage to structures occurs during the excavations and after completion of the works.

**C3.1.8.4 Disposal of spoil or surplus material (Read with SANS 1921 - 1: 2018 clause 4.10)**

The Contractor shall dispose of all surplus and unsuitable material at legal and registered landfill sites within the Municipal area. He shall be responsible for all arrangements necessary to obtain such legal and registered landfill sites from the Municipality.

**C3.1.8.5 Testing (Read with SANS 1921 – 1: 2018 clause 4.11)**

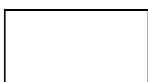
**Process control**

The Contractor shall arrange for all process control tests to be conducted by a laboratory acceptable to and approved by the Engineer.

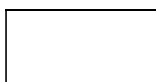
The Contractor may establish their own laboratory on site or employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates, and no additional payment will be made for testing as required.

**Acceptance control**

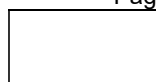
The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided



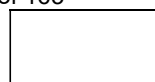
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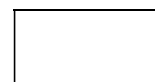
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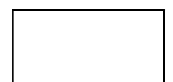
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in the schedule of quantities; however, tests that fail to confirm compliance with the specifications will be at the Contractor's expense.

**C3.1.8.6 Survey beacons (Read with SANS 1921 - 1:2018 clause 4.15)**

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, stand boundary pegs and trigonometrical beacons, regardless of whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

**C3.1.8.7 Existing Services (Read with SANS 1921 - 1:2018 clause 4.17)**

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations, and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible, and liability shall be determined on-site when such damage occurs.

**C3.1.9 Programme to be Supplied by the Contractor**

The Contractor's programme shall be essentially in accordance with the overall requirements of the project.

The programme shall not be in the form of a bar chart only, but shall show clearly the anticipated quantities of work to be performed each month, together with how the listed plant and other resources are to be used, as well as the anticipated earnings for the various sections of work.

A network-based programme, according to the precedence method, shall be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The updated programme shall be submitted to the Engineer at least two working days before monthly meetings.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time or additional payments.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme and network.

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If the programme must be revised because the contractor is falling behind schedule, they shall produce a revised programme showing how they intend to regain lost time to ensure completion of the Works within the time of completion as defined in Clause 8.3 of the FIDIC Silver (2017) or any granted extension of time. Positive steps must accompany any proposal to increase the tempo of work and boost production by providing more labour and plant on site, or by utilising the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 8.3 of the FIDIC Silver (2017)

The approval by the engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the Engineer's right to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to in Clause 8.3 of the FIDIC Silver (2017) when drawing up their programme.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered an adequate reason for poor progress on another portion or phase.

**C3.1.10 Overhaul**

Overhaul has not been provided for in this contract. Payment for the overhaul under this contract shall be made only upon the Engineer's approval.

**C3.1.11 Site Facilities Available****C3.1.11.1 Location of Site and Depot**

The Contractor is responsible for providing a suitable site for his camp and providing accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The Contractor must obtain written permission from the landowner and subsequently from the Engineer for the establishment of his camp.

**Contractor's Camp Site/Store Yard**

Any necessary clearing of the site and making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200A clause 8.3.2.2, the following conditions shall also apply: -

None of the existing roads shall be damaged in any way.

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No waterborne sewerage facilities, potable water, or electricity connections are available on the site. The Contractor shall make their own arrangements in this regard.

It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and to reinstate it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer or the owner. Particular attention should be directed to these requirements, and written clearances from the relevant Departments or other owners will be required.

**C3.1.11.2 Source of Water Supply**

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at their own cost, provide all connections, consumption meters, pipework, storage tanks, transport, and other items associated with the supply of water for the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making water available for purposes of constructing the Works.

**C3.1.11.3 Source of Power Supply**

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges and, at their own cost, provide all connections, transformers, consumption meters, cables, distribution boards, and other items associated with the supply of electricity for the construction of the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making electricity available for purposes of constructing the Works. The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

**C3.1.11.4 Accommodation of Employees**

No employees, except security guards, will be allowed to sleep or be accommodated on the site.

No housing is available for the Contractor's employees, and the Contractor shall make their own arrangements for housing and transportation to the site. No informal housing or squatting will be allowed.

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The Contractor shall provide the necessary ablution facilities at his campsite and the site of the works for the use of his employees. Chemical toilets will only be permitted where temporary facilities are required.

**C3.1.11.5 Latrines**

The Contractor shall provide, for the duration of the contract, latrine facilities on the site and at the point of work in the form of chemical closets for the use of persons employed on the works. All latrine facilities provided by the Contractor shall be efficient, sanitary, and non-offensive in nature. The Contractor shall pay all sanitary fees payable to any local authority.

**C3.1.12 Features Requiring Special Attention****C3.1.12.1 Built-up Areas**

The Contractor's attention is drawn to the fact that the Works will be constructed through residential areas. The Contractor shall exercise all necessary precautions and take all the steps required to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, as well as for residents to their places of abode, all as described in the Specifications. The Contractor must make allowance in his programming for delays resulting from the aforesaid.

The Contractor shall provide residents with a minimum of 72 hours' written notice of their intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

**C3.1.12.2 Protection of Buildings and Structures**

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100m) from any point of blasting a minimum of 48 hours' notice of their intent to execute any blasting work.

The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures before blasting and shall acquire the signature of the owners/occupants agreeing to such conditions.

Following blasting, both the Contractor and the owners/occupants shall sign a form confirming the condition of the buildings and/or structures. In the event of damage to existing buildings and/or structures because of blasting, remedial work shall be done to the satisfaction of the owners/occupants/Engineer at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any of its responsibilities under the Contract.

If a structure is in the way of the planned route, the structure will be moved and rebuilt.

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**C3.1.12.3 Care of the Site**

At all times during the construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

**C3.1.12.4 Control of Water**

The Contractor shall always and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Schedule of Quantities.

**C3.1.12.5 Hard Rock conditions**

The Contractor must be able to start with hard rock excavations immediately and his program must include blasting as an activity. There is no geotechnical report that has been developed at this stage. The PSP will be required to develop a Geotechnical Report during the design development stage.

**C3.1.13 Management of the Environment**

The PSP shall pay special attention to the following:

**(a) Natural Vegetation**

The PSP shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

**(b) Fires**

The PSP shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of a fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires, which they or their employees may have caused.

**C3.1.14 Community Liaison and Community Relations**

In all dealings with communities and beneficiaries of the project, and all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community and/or any group of

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beneficiaries and shall at all times use his best endeavours to avoid the development of disputes and instead to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community and/or beneficiaries, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community and/or beneficiaries shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 20.1 of the FIDIC Silver (2017) ), provided always that the period of twenty-eight (28) days referred to in Clause 10 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

**C3.1.15 Workmanship and Quality Control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians, technical staff and the user department, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to always ensure adequate control of the quality of the Works.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications.

The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

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**C3.1.16 Samples**

Materials or work that do not conform to the approved samples, submitted in terms of Clause 7.2 of the FIDIC Silver (2017), will be rejected. The Engineer reserves the right to submit samples for testing to ensure that the material represented by the samples meets the specification requirements.

**C3.1.17 Notices, Signs, Barricades and Advertisements**

Notices, signs, and barricades (required in accordance with Clause 1.3 of the FIDIC Silver (2017) as well as advertisements, may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in their tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement erected, moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

**C3.1.18 Requirements for Accommodation of Traffic****C3.1.18.1 General**

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work must be done near traffic.

Accommodation of traffic, where applicable, shall comply with SANS 1921-2:2018: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

**C3.1.18.2 Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is always extended to the public.

Failure to maintain road signs, warning signs, or flicker lights in good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc., have been repaired to their satisfaction.

The Contractor may not commence construction activities that affect existing roads before adequate provisions have been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

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The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

The contractor shall construct and maintain temporary access roads to their remote works where no roads are available.

### **C3.1.19 Open Trenches**

Trenches may not be left open during the builder's holidays and shall always be safeguarded from danger to the public. Safe trench crossings shall be provided at all intersections with access to properties, public roads, and paths. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety. Heaps of stockpiled or excavated material may not be left in the road reserve without warning signs and should be removed during the builder's holiday.

### **C3.1.20 Statutory Regulations**

The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;

The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and

The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and

The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer,

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and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

The Contractor shall sign the agreement bound into Section C1.2 of this document.

The Contractor shall comply with all the conditions of the Record of Decision in terms of Section 22(3) of the Environmental Conservation Act, 1989. The Environmental Management Plan is available upon request from the Engineer.

A time-related and a fixed-charge item have been provided in Section A of the Schedule of Quantities. The contractor shall allow for all obligations imposed by the Environmental Management Plan including the appointment of an environmental manager/control officer.

**C3.1.21 Safety**

Pursuant to the provisions of the FIDIC Silver (2017) and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the contract for the reimbursement to the Contractor in respect of particular items), provide the following:

The Principal Contractor must do a Risk Assessment and compile an OHS Plan to be evaluated and approved by the Safety Agent before commencement of Construction.

The Contractor must ensure that regular safety meetings are held and that the minutes of these meetings are kept in a Safety File, which must be available on-site at all times.

Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;

Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workers and all persons in, on and around the site, as well as the general public;

Implement on the site of the works, such procedures and systems and keep all records as may be required, to ensure compliance with the requirements of the Act at all times;

Implement all necessary measures to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;

Full compliance with all other requirements about safety as may be specified in the Contract (Also refer to Notice to Tenderers).

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate to verify the Contractor's compliance with the requirements of the Act.

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For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require. Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, by the provisions of clause 8.12 of the FIDIC Silver (2017), be entitled to suspend progress on the works or any part thereof until the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 8.12 (a) and (b) of the FIDIC Silver (2017) should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of subclause 15.5 of the FIDIC Silver (2017) and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 15.5.

In addition to all the above safety-related requirements, the Contractor shall take cognisance of the requirements of the Construction Regulations and OHS Specifications.

**C3.1.22 Safety Officer**

OHS must be provided.

The Contractor is required to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations, particularly the Construction Regulations 2014, by appointing a Health and Safety Officer for the works.

The safety officer shall possess a thorough understanding of the Occupational Health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. He shall also be registered as a Construction Health and Safety office with a recognised Statutory Body. The Contractor shall submit details of the proposed personnel.

**C3.1.23 Source of Material/Borrow Pit**

The contractor will be held responsible for locating legal, licensed, and approved sources of all materials that comply with the relevant minimum requirements specified in this contract. He shall be responsible for maintaining and closing the borrow pit to the prescribed standards. No separate payment shall be made for this, as all costs related thereto shall be

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deemed to be covered by the tendered rates. Where possible, materials manufactured or produced locally shall be procured to promote local enterprise.

**C3.1.24 Photographic Record**

Prior to the commencement of the work, and during the contract period, a photographic record shall be made of all existing stands and structures to be affected by the construction activities and forwarded to the Engineer prior to the commencement of Works.

No provision has been made in the Schedule of Quantities for this item.

Contractor

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Employer

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**C3.2 Engineering****C3.2.1 Design**

The Employer is responsible for the design of the Permanent Works as reflected in the Contract Documents unless otherwise stated.

The Contractor is responsible for the design of the Temporary Works and their compatibility with the permanent Works

The Contractor shall supply all details necessary to assist the Engineer in the compilation of the As-Built drawings

**C3.2.2 Employer's Design**

The Employer has designed the permanent works included in this contract. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself, subject to the conditions.

**C3.2.3 Drawings**

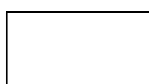
The Contractor shall use only the dimensions stated in the figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, upon the Contractor's request, by the provisions of the FIDIC Silver (2017), provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either coordinates or stake value and offset. Where necessary, levels shall also be shown. A marked-up set of drawings shall also be kept and updated by the Contractor. This information should be provided to the Engineer's Representative regularly.

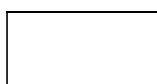
All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

**C3.2.3.1 Additional construction drawings**

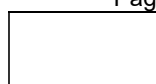
Additional construction drawings, as per Clause 5.9 of the FIDIC Silver (2017), will be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.



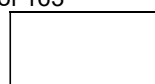
Contractor



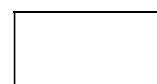
Witness 1



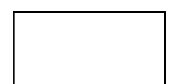
Witness 2



Employer



Witness 1



Witness 2

**C3.3 Procurement****C3.3.1 Restriction of the Utilisation of Personnel in the Permanent Employment of the Contractor**

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the labour desk / CLO that will be established for the project in consultation with the various communities that are based in proximity to the Works or which will be allocated within the development.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 8.2 of FIDIC Silver (2017), the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Part T2 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

"Key personnel" means all Contracts Managers, Construction Manager/Site Agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may, at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ.

Without limiting the generality of application of this sub-clause, circumstances which the Engineer may consider to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works, provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.

The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;

Any other circumstances which the Engineer may deem as constituting a warrant.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.3.2 Provision of Temporary Workforce for the Contract**

The Contractor shall employ labour from the local community through the labour desk / CLO, except for approved key staff in the permanent employ of the Contractor.

Although the Contractor shall adhere to the statutory minimum wage rates, he is, however, at liberty to negotiate additional incentive payments based on performance. The Occupational Health and Safety Act must be adhered to concerning the safety of any employee employed by the Contractor. The successful tenderer shall liaise with the Ward Councillor/Ward Committee, whereby the Ward Councillor shall provide to the Contractor the following, if necessary:

- a) A Community Liaison Officer (CLO) for liaison with the recipient community for labour recruitment

The CLO shall attend all site and other meetings concerning the project. Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be reached as anticipated, the relevant Project Manager, in conjunction with the Engineer, will conduct interviews with prospective appointees and, at their discretion, appoint the successful candidate as the CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLOs shall not exceed the amount allowed for in the BoQ.

Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Municipality/Project Manager, who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

The Main Contractor shall ensure that any Sub-Contractor they may appoint adheres to these conditions, subject to the provisos applicable to the duration of such sub-contract. Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act relevant to the Contractor, the more favourable condition will apply.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or subcontractors, as the case may be. Likewise, contracts of employment must be entered into between each subcontractor and its specific employees. Employment and subcontract agreements shall reference at least the following conditions.

The minimum agreed wage rate per hour in respect of labourers;

The agreed pay rate per unit of production, where applicable;

Contractor

Witness 1

Witness 2

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Witness 1

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**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

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UIF and WCA payments.

Minimum working hours per day;

Start and end times of a daily shift;

Lunch break times

Company policy regarding Rain time

Sickness and absenteeism

Disciplinary matters

Grievances

Method and frequency of payment;

Work clothes and safety equipment to be issued

Labour Desk

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.4 Construction****C3.4.1 Standard Specifications**

C3.4.1.1 The Standard specification is carried out strictly by SANS 1200 - "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African National Standards.

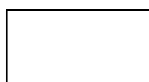
C3.4.1.2 For this Contract, the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply:

SANS 1200 A:	General
SANS 1200 AB:	Engineer's Office
SANS 1200 C:	Site Clearance (Amendment, 1982)
SANS 1200 D:	Earthworks (Amendment 1, 1990)
SANS 1200 DA:	Earthworks (Small works)
SANS 1200 DB:	Earthworks (Pipe Trenches)
SANS 1200 DE:	Small earth dams
SANS 1200 DK:	Gabions and Pitching
SANS 1200 DM:	Earthworks (Roads, Subgrade)
SANS 1200 G:	Concrete (Structural)
SANS 1200 GB:	Concrete (Ordinary Buildings)
SANS 1200 GE:	Precast Concrete (Structural)
SANS 1200 HA:	Structural Steelworks
SANS 1200 HB:	Cladding and Sheeting
SANS 1200 L:	Medium Pressure Pipelines
SANS 1200 LB:	Bedding (Pipes)
SANS 1200 LD:	Sewers
SANS 1200 M:	Roads General
SANS 1200 ME:	Subbase
SANS 1200 MF:	Base
SANS 1200 MJ:	Roads (Segmented Paving)
SANS 1200 MK:	Roads (Kerbing and Channelling)

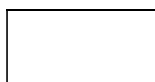
C3.4.1.3 The term "project specifications" appearing in any of the SANS 1200 standardised specifications must be replaced with the terms "scope of work".

C3.4.1.4 References from, and variations and additions to the Standard Specifications and Particular Specifications are included in section C3.4.2.

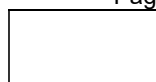
C3.4.1.5 A specification for the design, installation, testing, and commissioning of electrical installations operating on voltages up to 750V AC is included in C3.4.4.



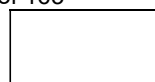
Contractor



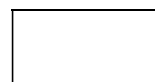
Witness 1



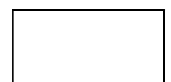
Witness 2



Employer



Witness 1



Witness 2

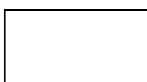
**C3.4.2 E.P.W.P. Labour Intensive Specification****C3.4.2.1 Labour-intensive competencies of supervisory and management staff**

Contractors with a CIDB contractor grading designation of 4CE and higher shall only engage supervisory and management staff in labour-intensive works who have either completed, or, for the period from 1 April 2019 to 30 June 2021, are registered for training towards the skills programme outlined in Table 1.

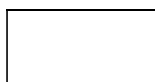
The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2019 to 30 June 2021 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2019 to 30 June 2021, be registered on a skills programme for the NQF level 2-unit standards or NQF level 4-unit standards.

Table 1: Skills programme for supervisory and management staff

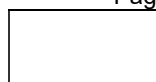
Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/supervisor / Contracts Manager	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/supervisor	4	Implement labour labour-intensive construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	



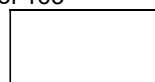
Contractor



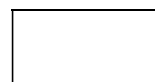
Witness 1



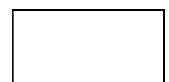
Witness 2



Employer



Witness 1



Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Construction Manager (i.e. the contractor's most senior representative who is resident on the site)	5	Manage the Labour Intensive Construction process	Skills Programme against this single unit standard

**C3.4.2.2 Employment of unskilled and semi-skilled workers in labour-intensive work****C3.4.2.2.1 Requirements for the sourcing and engagement of labour**

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour. The minimum wage rate for local E.P.W.P. labourers for 2025 is R15.16 per hour or R 121,28 per 8-hour day or per task as per the National Minimum Wage Act No. 9 of 2018 and all conditions stipulated in the annually published Ministerial Determination for Public Works Programmes. The current daily wage rate the municipality is paying is R180.00. For this 18-month project, it is proposed that R 200 per day/task be the stipulated wage rate.

Tasks established by the contractor must be such that:

the average worker completes five tasks per week in 40 hours or less; and,

The weakest worker completes five tasks per week in 55 hours or less.

The contractor must revise the time allocated to complete a task whenever it is established that the time taken to complete a weekly task exceeds the requirements outlined in C3.4.3.2.1.

The Contractor shall, through all available community structures, inform the local community of the labor-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:

where the head of the household has less than a primary school education.

a household with people living with disability;

that has less than one full-time person earning an income;

where subsistence agriculture is the source of income;

those who are not in receipt of any social security pension income.

Contractor

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Witness 2

Employer

Witness 1

Witness 2

**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

60 % women;

20% of youth who are between the ages of 18 and 35; and

2% of persons with disabilities.

#### C3.4.2.3 Specific provisions about SANS 1914-5

##### Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

#### C3.4.2.3.1 Contract participation goals

The contract participation goal aims to be 30% of the total contract value. The contract participation goal shall be measured by the performance of the contract, enabling the employment provided to targeted labour to be quantified.

The wages and allowances used to calculate the contract participation goal shall, concerning both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

#### C3.4.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

#### C3.4.2.5 Variations to SANS 1914-5

The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value-added tax or sales tax, which the law requires the employer to pay the contractor.

The schedule referred to in 5.2 shall, in addition, reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

#### C3.4.2.6 Training of targeted labour

The contractor shall provide all necessary on-the-job training to the targeted labour to enable them to master the basic work techniques required to undertake the work in accordance with the contract requirements, in a manner that does not compromise worker health and safety.

The provincial office of the Department of Labour will fund the cost of the formal training of targeted labour. This training should take place as close to the project site as practically possible. The contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)**

likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

A copy of this training request made by the contractor to the DOL provincial office must also be emailed to the E.P.W.P. Training Director in the Department of Public Works – Mziwabantu Ntese, email mziwabantu.ntese@dpw.gov.za, Tel: 041 408 2305/2029.

The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

The contractor shall do nothing to dissuade targeted labour from participating in the training program.

An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, as specified in C3.4.2.6 above.

The Contractor must provide proof of compliance with the requirements outlined above to the Employer before submission of any payment certificate.

#### C3.4.3 Variations, Amendments and Additions to Standard and Particular Specifications

The following variations and additions to the Standard and Particular Specifications will apply to this Contract.

##### C3.4.3.1 Department of Water and Sanitation Specifications

DWS1110: Department of Water Affairs, "Standard Specification for construction of pipelines."

DWS1130: Department of Water Affairs, "Standard Specification for the manufacture and supply of steel pipes, specials and fittings for duties up to 4,6 MPa design pressure."

DWS1131: Department of Water Affairs, "Standard Specification for the lining and coating of steel pipes and specials."

DWS1740: Department of Water Affairs, "Standard Specification for plumbing"

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.3 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.3 shall prevail.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.4.3.2 Introduction**

In specific clauses, the standard, standardised, and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be selected to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also includes additional specifications required for this particular contract.

The number of each clause and payment item in this part of the project specifications consists of the prefix 'PS' followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications. An asterisk precedes additional clauses “\*”.

Tenderers must make provision for all the relevant Project Specifications to be included when calculating the prices of the various items in the BoQ.

In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of C1.2 Contract Specific Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Declaration (In respect of completeness of tender) to:**

JOE GQABI DISTRICT MUNICIPALITY

Office of the Municipal Manager

Corner of Cole &amp; Graham Streets

BARKLY EAST

I/we, the undersigned, do hereby declare that these are the properly priced the Schedule forming Part C2.2 of this Contract Document. The complete document comprises of 163 pages which includes the BoQ in consecutive order upon which my/our tender for the **BID NO: JGDM 2025/25-014: DESIGN, MONITORING AND CONSTRUCTION OF ALIWAL NORTH ASBESTOS PIPE REPLACEMENT– (TURNKEY)** has been based.

**SIGNED BY/ON BEHALF OF TENDERER :**

NAME

SIGNATURE

DATE

COMPANY STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2